

Contract #: 2026-0169

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Sheriff's Office A3110

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Main Motorcar, Inc.

Estimated Amount: 169,106.60

Scope of Services: VEHICLE PURCHASE

Budget Line Item: A931100222750VIP25,A931100222400

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

RFQ 2026-019 Tabulation
Dodge Durango Pursuit (4)

Vendor	Falls Dodge dba Joe Cecconi's Chrysler	Main Motorcar	Main Motorcar	Nielsen of Morristown	Sawyer Chrysler Dodge
Vehicle	2026 Dodge Durango	2026 Dodge Durango	2026 Dodge Durango	2026 Dodge Durango	2026 Dodge Durango
Price	\$ 40,364.68	\$ 42,276.65	\$ 41,673.15	\$ 40,417.59	\$ 40,468.00
Total for 4 vehicles	\$ 161,458.72	\$ 169,106.60	\$ 166,692.60	\$ 161,670.36	\$ 161,872.00
In stock/order	Order	In Stock	Order	Order	Order
Exterior Color	dlr did not specify	Black	dlr did not specify	dlr did not specify	dlr did not specify



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael Monteleone, Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 30, 2026

RE: RFQ # 2026-019 Dodge Durango Pursuit vehicles

I am in receipt of your recommendation to award the aforementioned to Main Motorcar in the amount of \$169,106.60.

As Main Motorcar is the lowest responsible and responsive bidder, I concur with your recommendation.

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

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

994 Madison Avenue
Albany, New York 12208 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff

RE: RFQ – 2026-019 Dodge Durango Pursuit Vehicles

DATE: January 30, 2026

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Main Motorcar in the amount of \$169,106.60, the sole vendor that has the vehicles in stock.

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

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

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2026-019
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3 Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4 Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	HOWELL & PIERSON DBA MAIN MOTORCAR
2.2 OGS Contract Number (e.g., PC12345)	PC68941
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1288470
2.4 NYS Vendor ID Number (e.g., 1000012345)	1100022298
3.0 Primary Contact Information	
3.1 Contact Name	GEORGE KLINE
3.2 Contact Email	GKLINE@MAINMOTORCAR.COM
3.3 Contact Phone (1)	518762-3183 EXT. 223
3.4 Contact Phone (2)	
4.0 Secondary Contact Information	
4.1 Contact Name	CLARE ECHEVARRIA
4.2 Contact Email	CLARE@MAINMOTORCAR.COM
4.3 Contact Phone	518-762-3183 EXT.231

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

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

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

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

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

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth
001	2026	DODGE	DURANGO PPV	WDEE75	BLACK	BLACK	CLOTH/VINYL
002	2026	DODGE	DURANGO PPV	WDEE75	BLACK	BLACK	CLOTH/VINYL
003	2026	DODGE	DURANGO PPV	WDEE75	BLACK	BLACK	CLOTH/VINYL
004	2026	DODGE	DURANGO PPV	WDEE75	BLACK	BLACK	CLOTH/VINYL
005							
006							
007							
008							
009							
010							
011							
012							
013							
014							
015							

Harris, Tina

From: Noonan, Megan
Sent: Friday, January 30, 2026 3:51 PM
To: Harris, Tina
Subject: RE: Durangos

Just let me know if/what you need me to do regarding CAB, etc. and when it comes time to purchase so I can make sure I satisfy what's needed on the grant end for the two vehicles we are putting grant money towards. Thank you.

Grant Budget Information:

A93110.2.2750.VIP25 \$33,895.00
A93110.2.2750.VIP25 \$33,895.00

From: Harris, Tina <Tina.Harris@albanycountyny.gov>
Sent: Friday, January 30, 2026 2:25 PM
To: Noonan, Megan <Megan.Noonan@albanycountyny.gov>
Subject: FW: Durangos

FYI

From: Harris, Tina
Sent: Friday, January 30, 2026 2:01 PM
To: Saville, Ashley <Ashley.Saville@albanycountyny.gov>
Subject: Durangos

Contract #: 2026-0161

Contract Type: standard

Contract Action: new

Procurement Type:

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Kone Inc

Estimated Amount: 27,034.20

Scope of Services: Elevator Preventative Maintenance

Budget Line Item: A931503144070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Corrections & Rehabilitative Services Center
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

TO: Pamela O'Neill, Purchasing Agent
FROM: Ronald Murray, Major
RE: RFB-2025-039 Elevator
DATE: December 31, 2025

We have reviewed the bid tabulation for the above referenced bid and have no objection with the selection of Kone the lowest vendor to submit a bid. This agreement would be for a 36 month term for a total NTE \$27,034.20.

Albany County Correctional Facility			
840 Albany Shaker Road			
CONTRACT#2			Kone
A: Monthly Maintenance		36 Months	
	Monthly Maintenance Fee Per Month		Total
Elevator#1	\$ 132.50		\$ 4,770.00
Elevator#2	\$ 132.50		\$ 4,770.00
Elevator#3	\$ 132.50		\$ 4,770.00
Elevator#4	\$ 132.50		\$ 4,770.00
Elevator#5	\$ 132.50		\$ 4,770.00
		Total of Section A	\$ 23,850.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic		
B2	Prevailing Wage for Helper		\$ 57.73
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)		\$ 40.41
			\$ 98.14
B4	Percent Markup over Prevailing Wage Rate for team		200%
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20%
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 27,034.20

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Elevator Preventative Maintenance
Bid Number: 2025-039

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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
11/12/25	# 1
11/17/25	# 2

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")
- (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- (f) Bidder Qualification Questionnaire (Attachment "F")
- (g) Non Interruption of Work Agreement (Attachment "G")
- (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27) If applicable

7. Communication concerning this Bid shall be addressed to:

ANDREW N. DiNOVO - RENE

25 POST RD.

ALBANY, N.Y. 12205
Phone: _____
518 - 229 - 0069

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

Harold L. Joyce Albany County Office Building			
CONTRACT#1			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 288.50		\$ 10,386.00
Elevator#2	\$ 288.50		\$ 10,386.00
Elevator#3	\$ 288.50		\$ 10,386.00
Elevator#4	\$ 288.50		\$ 10,386.00
Elevator#5	\$ 288.50		\$ 10,386.00
Elevator#6	\$ 288.50		\$ 10,386.00
		Total of Section A	\$ 62,316.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic		
B2	Prevailing Wage for Helper		\$ 57.73
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)		\$ 40.41
			\$ 98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3) x B5	Total of Section B	\$ 2944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 65,500.20

Albany County Department of Social Services 162 Washington			
CONTRACT#1			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 250.00		\$ 9,000.00
Elevator#2	\$ 250.00		\$ 9,000.00
		Total of Section A	\$ 18,000.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic	\$	57.73
B2	Prevailing Wage for Helper	\$	40.41
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)	\$	98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3x B4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 21,184.20

Albany County Department of Health 175 Green Street			
CONTRACT#1			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 110.00		\$ 3,960.00
		Total of Section A	\$ 3,960.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic	\$	57.73
B2	Prevailing Wage for Helper	\$	40.41
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)	\$	98.14
B4	Percent Markup over Prevailing Wage Rate for team	200	%
B5	Estimated Total Repair Hours for contract	10	Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer	20	%
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 7,144.20

Albany County Department of Mental Health 260 South Pearl Street			
CONTRACT#1			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 110.00		\$ 3,960.00
		Total of Section A	\$ 3,960.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic		\$ 57.73
B2	Prevailing Wage for Helper		\$ 40.41
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)		\$ 98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 7,144.20

Albany County Court House 16 Eagle Street			
CONTRACT#1			
A: Montly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 310.00		\$ 11,160.00
Elevator#2	\$ 310.00		\$ 11,160.00
Elevator#3	\$ 310.00		\$ 11,160.00
Elevator#4	\$ 310.00		\$ 11,160.00
Total of Section A			\$ 44,640.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic		\$ 57.73
B2	Prevailing Wage for Helper		\$ 40.41
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)		\$ 98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 46,824.20

Albany County Judicial Center 6 Lodge Street			
CONTRACT#1			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 315.75		\$ 11,367.00
Elevator#2	\$ 315.75		\$ 11,367.00
Elevator#3	\$ 315.75		\$ 11,367.00
Elevator#4	\$ 315.75		\$ 11,367.00
		Total of Section A	\$ 45,468.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic	\$	57.73
B2	Prevailing Wage for Helper	\$	40.41
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)	\$	98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3x B4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 48,652.20

Albany County Family Court 30 Clinton Ave			
CONTRACT#1			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 310.00		\$ 11,160.00
Elevator#2	\$ 310.00		\$ 11,160.00
Elevator#3	\$ 310.00		\$ 11,160.00
Elevator#4	\$ 310.00		\$ 11,160.00
Elevator #5	\$ 310.00		\$ 11,160.00
		Total of Section A	\$55,800.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic	\$	57.73
B2	Prevailing Wage for Helper	\$	40.41
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)	\$	98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 58,984.20

CONTRACT#1

Mercantile 60 South Pearl			
CONTRACT#1			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 138.00		\$ 4,968.00
Elevator#2	\$ 138.00		\$ 4,968.00
		Total of Section A	\$ 9,936.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic	\$	57.73
B2	Prevailing Wage for Helper	\$	40.41
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)	\$	98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 13,120.20

Albany County Correctional Facility			
840 Albany Shaker Road			
CONTRACT#2			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 132.50		\$ 4,770.00
Elevator#2	\$ 132.50		\$ 4,770.00
Elevator#3	\$ 132.50		\$ 4,770.00
Elevator#4	\$ 132.50		\$ 4,770.00
Elevator#5	\$ 132.50		\$ 4,770.00
		Total of Section A	\$ 23,850.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic		
B2	Prevailing Wage for Helper		\$ 57.73
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)		\$ 40.41
			\$ 98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3xB4) + B3) x B5	Total of Section B	\$ 2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$ 27,034.20

Shaker Place Nursing and Rehabilitation Center			
100 Heritage Lane			
CONTRACT#3			
A: Monthly Maintenance			
	Monthly Maintenance Fee Per Month	36 Months	Total
Elevator#1	\$ 230.00		\$ 8,280.00
Elevator#2	\$ 230.00		\$ 8,280.00
Elevator#3	\$ 250.00		\$ 9,000.00
		Total of Section A	\$25,560.00
B: Repairs not defined by Maintenance Specifications			
B1	Prevailing Wage Rate for Mechanic		
B2	Prevailing Wage for Helper		\$ 57.73
B3	Prevailing Wage Rate for Mechanic Team (B1 + B2)		\$ 40.41
			\$ 98.14
B4	Percent Markup over Prevailing Wage Rate for team		200 %
B5	Estimated Total Repair Hours for contract		10 Hours
B6	Total bid for Repairs not defined by maintenance specifications		
	(B3x B4) + B3) x B5	Total of Section B	\$2,944.20
C: Parts/Materials not Defined by Maintenance Specifications			
C1	Percent Mark up Bid over Documented Cost from Manufacturer		20 %
C2	Estimated Total of Parts/Materials Cost for contract		\$200.00
C3	Total bid for Parts/Materials not Defined by Maintenance Specifications		
	(C1 x C2) + C2	Total of Section C	\$ 240.00
D: Grand Total Bid for Contract (Sum Totals for A + B+ C)			\$28,744.20

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Elevator Preventative Maintenance
Bid Number: 2025-039

COMPANY: KONE, Inc.
ADDRESS: 25 Post Rd.
CITY, STATE, ZIP: Albany, N.Y. 12205
TEL. NO.: 518-229-0069
FAX NO.: 518-464-0014
FEDERAL TAX ID NO.: 36-2357423

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

25-64V74-CR (copy attached)

REPRESENTATIVE: ANDREW N. DiNOVO

E-MAIL: ANDREW.DINOVO@KONE.COM

SIGNATURE AND TITLE Andrew N. DiNovo, Sr. Sales Executive

DATE 11/18/25

Contract #: 2026-0164

Contract Type: standard

Contract Action: new

Procurement Type:

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Bpi Mechanical, Inc.

Estimated Amount: 43,766.00

Scope of Services: Installation and Tie In Sanitary Vent and Domestic Water

Budget Line Item: A93150.31.44071

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

RFB#2026-004			
Installation and Tie In of Sanitary Vent and Domestic Water			
	BPI Mechanical	Eckert Mechanical	
Lump Sum	\$ 38,766.00	\$ 42,743.00	
Contingency Allowance	\$ 5,000.00	\$ 5,000.00	
Total	\$ 43,766.00	\$ 47,743.00	



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Corrections & Rehabilitative Services Center
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

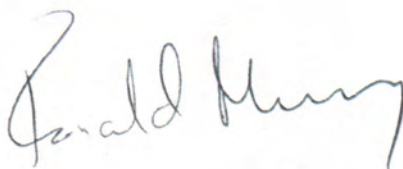
CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

TO: Pamela O'Neill, Purchasing Agent
FROM: Ronald Murray, Major 
RE: RFB-2026-004 Kennel Sewer
DATE: January 20, 2026

We have reviewed the bid tabulation for the above referenced bid and have no objection with the selection of BPI Mechanical the lowest vendor to submit a bid. This agreement would be for a lump sum of \$38,766.00 with a \$5,000.00 contingency allowance.



COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Installation and Tie In of Sanitary Vent and Domestic Water**
Bid Number: **2026-004**

All bid prices must include all materials, labor, equipment, incidentals, and other associated costs. Base bid work shall carry a \$5000.00 contingency allowance for additional work discovered during the construction beyond scope of work indicated in the specifications. Contractor shall receive advance approval from the County prior to performing any additional work.

Lump sum base bid \$ 38,766.00

Contingency Allowance \$ 5,000.00

Total bid \$ 43,766.00

COMPANY: BPI Mechanical Service

ADDRESS: 5 Hemlock St.

CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: 518-326-8450

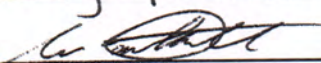
FAX NO.: 518-326-8435

FEDERAL TAX ID NO.: 46-0951581

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

REPRESENTATIVE: Mike Guilbault

E-MAIL: mike.g@bpimechanicalservice.com

SIGNATURE AND TITLE  , Project Manager

DATE 1/16/26

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

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

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

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

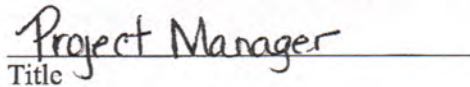
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

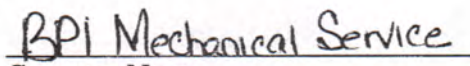
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

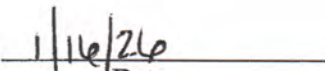
The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid,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

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


Signature


Title


Company Name


Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

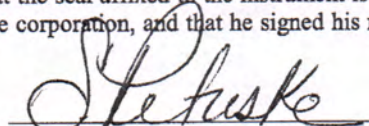
Commission Expires _____

If Corporation:

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

On this 16th day of January, 2016, before me personally appeared Michael Guilbault to me known, who, being by me sworn, did say that he resides at (give address) Waterford, New York; that he is the (give title) Project Manager of the (name of corporation) BPI Mechanical Service, 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.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026


Notary Public, State of New York

Qualified in Saratoga County

Commission Expires 12-19-2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

Printed By: Daniel Keating
Date Printed: Jan 15, 2026**Vendor Responsibility For-Profit Construction (CCA-2) Form**

Status: Certified

Note: The content of any attached documents will not print with this page. To view or print an attached document, you must open it separately by clicking the corresponding hyperlink in the 'Uploaded Files' section of a question.

Basic Vendor Data**Entity Information**

Legal Business Entity Name: BPI MECHANICAL SERVICE INC
TIN (EIN or SSN): 460951581
Vendor ID: 1100069805
Principal Place of Business: 95 HUDSON RIVER RD
Waterford, NY 12188
United States
Telephone: (518)326-8450
Fax: (518)326-8435
Website: www.bptimechanicalservice.com
Email: dank@bptimechanicalservice.com

Business Entity Information

Business Type: For-Profit
Business Activity: Construction

Authorized Contacts

Name:	Daniel Keating	Address:	95 Hudson River Road
Title:	President		Waterford, NY 12188
Telephone:	(518)326-8450		United States
Fax:	(518)326-8435		
Email:	dank@bptimechanicalservice.com		

I. Business Characteristics

1.0 Business Entity type - Check appropriate box and provide additional information:

- ☒ Corporation (including PC)
☐ Limited Liability Company (LLC or PLLC)
☐ Limited Liability Partnership (LLP)
☐ Limited Partnership (LP)
☐ General Partnership
☐ Sole Proprietor
☐ Other

Date of Incorporation

07/30/2012

1.1 Was the Business Entity formed in New York State?

- ☒ Yes
☐ No

1.2 Is the Legal Business Entity publicly traded?

- ☐ Yes
☒ No

1.3 Is the Business Entity currently registered to do business in New York State?

Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership.

- ☒ Yes
☐ No
☐ Not Required

1.4 Is the responding Business Entity a Joint Venture?

Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.

- ☐ Yes
☒ No

1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State?

(Select "N/A" if Principal Place of Business is in New York State.)

- ☐ Yes
☐ No
☒ N/A

1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, New York State Small Business, or federally certified Disadvantaged Business Enterprise?

- ☐ Yes
☒ No

- 1.7 Identify each person or Business Entity that is, or has been within the past five (5) years, a Business Entity Official, or a Principal Owner of 5.0% or more of the Reporting Entity's shares; or one of the five largest shareholders, if applicable. (Attach additional pages if necessary.)

Joint Ventures: Provide information for all Reporting Entity involved.

Each Business Entity identified as a Principal Owner must also submit a Vendor Responsibility Questionnaire.

For each person, include name, title, date of birth, percentage of ownership, and employment status. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage of ownership.

☒ Enter Below

☐ Attach Document

Name (For each person, include middle initial)

Daniel A. Keating

Title

President

Date of Birth

01/30/1967

Percentage of ownership (Enter 0% if not applicable)

58

Employment Status with the firm

☒ Current

☐ Former

Add another?

☒ Yes

☐ No

Name (For each person, include middle initial)

Joseph R. Burniche

Title

Treasurer

Date of Birth

09/19/1959

Percentage of ownership (Enter 0% if not applicable)

42

Employment Status with the firm

☒ Current

☐ Former

Add another?

☐ Yes

☒ No

Add a Business Entity

☐ Yes

☒ No

☐ N/A

- 1.8 There is no person or Business Entity that owns 5% or more of the Reporting Entity

☐ Yes

☒ No

II. Affiliate and Joint Venture Relationships

- 2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?

☐ Yes
☒ No

Select method for providing this information:

Note: If more than four (4) firms need to be listed, select "Attach Document" as the response.

☒ Enter Below

☐ Attach Document(s)

Firm/Company Name

Burniche Piping Inc. dba BPI Piping, Inc.

Firm/Company Address

95 Hudson River Road, Waterford, NY 12188

Is the Firm/Company EIN available?

☒ Yes
☐ No

Firm/Company EIN

14-1803537

Firm/Company's Primary Business Activity

Mechanical-Plumbing Contractor

Explain relationship

Joseph R. Burniche is primary owner of the above-listed company. (NYS Vendor ID: 1000027929)

Percentage of Ownership (Enter 0% if not applicable)

51

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with the disclosed firm(s)?

☐ Yes
☒ No

Add another?

☐ Yes
☒ No

- 2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above?

☐ Yes
☒ No

- 2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past 3 years?

☐ Yes
☒ No

Last Modified: Oct 9, 2024
Modified By: Daniel Keating

III. Contract History

Based on the Business Entity's New York State Vendor Identification Number (Vendor ID) provided, active contracts with New York State contracting entities approved as of April 2012 by the Office of the State Comptroller and approved contracts submitted after April 2012 are displayed by selecting 'Contract Data' in the menu to the left.

3.0 Has the Business Entity completed any construction contracts?

- ☒ Yes
☐ No

List the ten most recent construction contracts the Business Entity has completed for government clients. At the Business Entity's option, it may include construction contracts completed for private clients. If less than ten, include most recent subcontracts on projects up to that number.

- ☒ Attach Document
☐ Use Completed Contract Template

For each contract, include Agency/Owner, Contact Person, Telephone Number, Prime or Subcontractor, Joint Venture Name, Joint Venture EIN, Design Architect and/or Design Engineer, Award Date, Contract Number, Contract Amount, Date Completed

Uploaded Files

[2025-Completed Projects-Vendor Responsibility.docx](#) 15K

3.1 Does the Business Entity currently have uncompleted construction contracts?

Note: Ongoing projects must be included.

- ☒ Yes
☐ No

List all current uncompleted construction contracts for government clients. Ongoing projects must be included. At the Business Entity's option, it may include construction contracts uncompleted for private clients.

- ☒ Attach Document
☐ Use Uncompleted Contract Template

For each contract, include Agency/Owner, Contact Person, Telephone Number, Contract Number, Prime or Subcontractor, Joint Venture Name, Joint Venture EIN, Design Architect and/or Design Engineer, Total Dollar amount of firm's contract, Dollar amount sublet to others, Uncompleted dollar amount of Firm's contract (or Subcontract), award date and anticipated completion date, and include the Grand total for all uncompleted contracts.

Uploaded Files

[2025-Current Projects-Vendor Responsibility.docx](#) 12K

Last Modified: Nov 20, 2025
 Modified By: Daniel Keating

IV. Integrity - Contract Bidding

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?

☐ Yes

☒ No

4.1 Been subject to a denial or revocation of a government prequalification?

☐ Yes

☒ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?

☐ Yes

☒ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?

☐ Yes

☒ No

4.4 Had a bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?

☐ Yes

☒ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

☐ Yes

☒ No

4.6 Requested or been permitted to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?

☐ Yes

☒ No

Last Modified: Jun 2, 2023
Modified By: Daniel Keating

V. Integrity - Contract Award

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?

☐ Yes

☒ No

5.1 Been subject to an administrative proceeding or civil action, including arbitration, seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?

☐ Yes

☒ No

5.2 Entered into a formal monitoring agreement, integrity agreement, consent decree, or stipulation, settlement as specified by, or agreed to with, any government entity?

☐ Yes

☒ No

5.3 Had its surety called upon to complete any contract whether government or private sector?

☐ Yes

☒ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?

☐ Yes

☒ No

Last Modified: Jun 2, 2023
Modified By: Daniel Keating

VI. Certifications/Licenses

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or suspension of any business or professional permit and/or license?

☐ Yes

☐ No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?

☐ Yes

☐ No

Last Modified: Jun 2, 2023
Modified By: Daniel Keating

VII. Legal Proceedings/Government Investigations

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

- ☐ Yes
☒ No

7.1 Been the subject of:

- i. An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
- ii. Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or a Disadvantaged Business Enterprise?

- ☐ Yes
☒ No

7.2 Received any OSHA citation, which resulted in a final determination classified as serious or willful?

- ☐ Yes
☒ No

7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?

- ☐ Yes
☒ No

7.4 Had a New York State Labor Law violation deemed willful?

- ☐ Yes
☒ No

7.5 Entered into a consent order, monitoring agreement or other type of oversight with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement entity involving a violation of federal, state or local environmental laws?

- ☐ Yes
☒ No

7.6 Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:

- Federal, state or local health laws, rules or regulations;
- Federal, state or local environmental laws, rules or regulations;
- Unemployment insurance or workers compensation coverage or claim requirements;
- Any labor law or regulation, which was deemed willful;
- Employee Retirement Income Security Act (ERISA);
- Federal, state or local human rights laws;
- Federal, state or local security laws;
- Federal, state, or local tax laws?

- ☐ Yes
☒ No

Last Modified: Jun 2, 2023
 Modified By: Daniel Keating

VIII. Leadership Integrity

Note: If the Business Entity is a Joint Venture Entity, answer "N/A - Joint Venture" to questions in this section.

Within the past five (5) years has any individual previously identified, or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 Sanctioned relative to any business or professional permit and/or license?

- ☐ Yes
☒ No
☐ N/A - Joint Venture

8.1 Suspended, debarred or disqualified from any government contracting process?

- ☐ Yes
☒ No
☐ N/A - Joint Venture

8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

- ☐ Yes
☒ No
☐ N/A - Joint Venture

8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for

- i. Any business-related activity, including but not limited to theft, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
ii. Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny.

- ☐ Yes
☒ No
☐ N/A - Joint Venture

Last Modified: Jun 2, 2023
Modified By: Daniel Keating

IX. Financial and Organizational Capacity

- 9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

☐ Yes
☒ No

- 9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000 for any reason, including failure to meet Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or Disadvantaged Business Enterprise goals?

☐ Yes
☒ No

- 9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?

Note: Including but not limited to tax warrants or liens. Do not include UCC filings.

☐ Yes
☒ No

- 9.3 In the last seven (7) years, has the Business Entity or any affiliate, or official initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes
☒ No

- 9.4 What is the Business Entity's Bonding Capacity?
 Select method for providing this information:

☒ Enter Below
☐ Attach Document

Single Project :

7.0

Aggregate (All Projects):

15.0

-  9.5 List Business Entity's Gross Sales for previous three (3) fiscal years:
 Select method for providing this information:

☐ Enter Below
☒ Attach Document

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[2024 BPI FINANCIALS FINAL.pdf](#) 1.41MB
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- 9.6 List Business Entity's Average Backlog for previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)
Select method for providing this information:

Enter Below

Attach Document

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[2023 BPI MECHANICAL SERVICES INC FINANCIAL STATEMENTS.pdf](#) 483K

- 9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete the Financial Template found below and attach the document.
Select method for providing this information:

Financial Template

Attach Financial Statement

Uploaded Files

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[2023 BPI MECHANICAL SERVICES INC FINANCIAL STATEMENTS.pdf](#) 483K

Last Modified: Nov 20, 2025

Modified By: Daniel Keating

X. Freedom of Information Law (FOIL)

- 10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).
(Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.)

☐ Yes
☒ No

Last Modified: Oct 5, 2021
Modified By: Daniel Keating

XI. Authorized Contact for the Questionnaire

11.0 Name
Daniel Keating

11.1 Title
President

11.2 Email
DanK@bpimechanicalservice.com

11.3 Telephone
518-326-8450

11.4 Fax
5183268435

Last Modified: Jun 6, 2023
Modified By: Daniel Keating

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

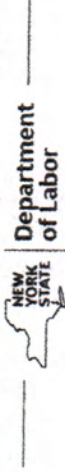
The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Legal Business Name: BPI MECHANICAL SERVICE INC
Certifier's Name: Daniel Keating
Certifier's Title: President
Certification Date: Nov 20, 2025

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WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

BPI Mechanical Services, Inc.

5 Hemlock Street

Latham, New York 12110

Phone Number: 5183268450

Registration Number: 24-63Z3S-CR

Date of Issue: 2024-11-20

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner

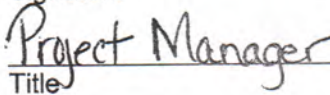
New York State Department of
Labor

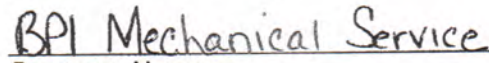


Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

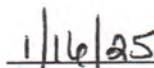
- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder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



Signature


Title


Company Name



Date

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: N/A

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Albany County Corrections

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

Parking lot


Signature

Michael Guilbault
Printed Name

Project manager
Title

1/16/25
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

1. How many years has your firm been in business? 13 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Naval support facility 3569 Galaxy Rd Ballston Spa
Brandon Uline 207-458-7830
1-13-25 \$49,751.00

2. Delta Tva 133 Sunset Terrace Troy NY
10/22/25 \$19,116.00
Karen Cahill 518-857-6333

3. Prime Group Holdings 395 Broadway Saratoga
11/2025 \$2,872,160.00
Jordan Duxer 518-429-0177

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Van Ostrande House 48 Hudson Ave Albany

\$ 173,920.00 80% complete

Glens Fall Hospital 100 Park St Glensfalls

\$ 1,258,434.00 Phase 1-7 30% complete

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Christine Kernochan - Arrow Bank (518) 569-4045

Daniel Rounds - Marshall & Sterling (518) 281-6544

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

\$ 11.8 million revenue

\$ 800,000 liability

\$ 2.7 million assets

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

BPI Mechanical Service
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 5 Hemlock St.
Latham, NY 12110

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

Daniel Keating, President/Owner

Joseph Burniche, Owner

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

BPI Mechanical Service
Firm

Dated: 1/16/26

By 

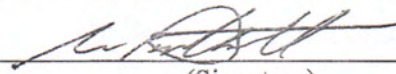
Michael Guilbault
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Installation & Tie in of Sanitary Vent & Domestic Water (RFB # 2026-004)

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: BPI Mechanical Service

By: 
(Signature)

Michael Guilbault
(Typed)

Title: Project Manager

Date: 1/16/25



5 Hemlock ST.
Latham, NY 12110
(518) 326-8450 Ph. (518) 326-8435 Fax

Date: January 15, 2026

Re: Albany Corrections

Job: Dog Kennel installation and tie in of the sanitary.

Scope: Albany corrections will be installing a premade building for the addition of Kennels.

1. We will accommodate installation of new pvc sanitary drainage from the point of connection on exterior/interior of the building limited to the Prints dated 7/14/2025.
2. Two 4" sanitary drains will tie into 15" sanitary main with Romac saddle to accommodate.
3. Two custom hair interceptor tanks and accessories compatible with Zabel a1800-4x18-vt-b40. 12" extensions not included if necessary.
4. Two Zabel A1800 Filter assemblies. Potential extensions not included
5. Heat trace will be provided for domestic water (electrical connections will need to be provided by others.)

We are pleased to offer the following for review and approval:

Sanitary and Vent

- All underground sanitary to point @ of tie in. Prints dated 7/14/2025.
- All above grade sanitary piping and fittings will be Schedule 40 PVC.
- All Below grade sanitary piping and fittings will be schedule 40 PVC.
- PVC piping will be cut square and deburred to maintain proper flow and seal of drainage and associated fittings.
- New sanitary drainage will be installed with cleanouts to accommodate the piping to be cleaned when and if necessary.
- All piping and equipment will be installed with proper supports to maintain a square, plumb, and proper installation.
- All plumbing will adhere to the most current NY State plumbing code.
- Allocation and Initial delivery of material for work listed in this proposal.
- Transition couplings will be used to match I.D. of joining piping materials.
- Changes in direction for soil and waste drainage and vent piping will have the appropriate branches, bends, and long-sweep bends installed.
- Drains will be protected during construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work. Plugs/caps will be installed on piping at the end of day and when work stops.
- Municipal inspection necessary for a complete record of acceptable code adherence
- Soil, Waste, and Vent Piping will be tested to 10-foot head unless flow test is excepted by authority having jurisdiction.
- All excavation, backfilling, soil compaction by GC for interior and exterior piping of any/all kinds.

Our proposal excludes the following

- Overtime of any kind
- Taxes of any/all kinds
- Permits of any/all kind.
- Parts, materials, deliveries, and/or labor not listed.
- Performance and/or operation of related systems and/or equipment.
- Any and/or all cutting, masonry, tile work, core-drilling, painting, trenching, excavating, back filling, gravel, patching, carpentry, roofing, sheet rock, asbestos abatement, drop ceiling repair, drop ceiling removal, equipment removal, back filling, landscaping, labor to install equipment, parts, and/or materials of any kind not listed
- Any and/all shutdowns due to preexisting damage.
- Any and/all removal, relocation, testing, and/or installation of new plumbing, fixture, or material due to preexisting condition or installation by others.
- Any chlorination or cleaning of domestic water distribution system.
- Exterior domestic water supply.
- Heat trace for sanitary piping.
- Heat tracing electrical power supply.
- Condensate drain piping.
- This proposal is valid for 30 days upon submission.

Total: \$38,766.00 Thirty-eight thousand. Seven hundred sixty-six dollars.

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

Respectfully,
Michael Guilbault
BPI Mechanical Service, Inc.

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. \${contract.contract_no}.contract.contract_no}

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 (hereinafter the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (hereinafter 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 \${contract.synopsis_of_program}.contract.synopsis_of_program; 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 \${Start Date Long}.contract.start_date.strftime("%B %e, %Y") and ending \${End Date Long}.contract.end_date.strftime("%B %e, %Y").

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 \${contract.contract_ceiling}.contract.contract_ceiling. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

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

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County,

nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

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

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

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

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

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

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

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

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

- **Commercial General Liability Insurance**

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

- **Automobile Liability**

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

- **Excess/Umbrella Insurance**

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

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

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

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

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

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

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

- **Professional Liability/Malpractice**

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

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

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

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

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

ARTICLE 13. DEFENSE AND INDEMNIFICATION

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

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

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

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

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

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

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

such County property described in this Article.

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

ARTICLE 15. TERMINATION

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

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

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

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

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

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

ARTICLE 16. GENERAL RELEASE

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

ARTICLE 17. SET-OFF RIGHTS

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

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

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

ARTICLE 19. GOVERNING LAW

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

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

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

ARTICLE 21. TAXES

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

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. Vendor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

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

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

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

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of

the statement required by paragraph (a)

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

i. Abide by the terms of the statement.

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

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

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

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

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

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

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

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

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

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

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

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

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

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

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

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

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

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

ARTICLE 29. TITLE VI--REQUIRED LANGUAGE

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

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

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

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 37. AUTHORITY

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

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall

be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Installation and Tie in of Sanitary Vent and Domestic Water
Bid Number: 2026-004

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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) N/A

Date

Number

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

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

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

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

Mike Guilbault, Project Manager

Phone: 518-321-8450

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Major Ronald Murray
Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 20, 2026

RE: RFB-2026-004, Installation and Tie in of Sanitary Vent and Domestic Water

I am in receipt of your recommendation to award the aforementioned to BPI Mechanical in the amount of \$43,766.00.

As BPI Mechanical 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.

Contract #: 2026-0173

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Bob Barker Co Inc

Estimated Amount: 75,000.00

Scope of Services: Inmate Clothing

Budget Line Item: A931503644201

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

Schedule A

1. RFB 2025-174 DATED 11/20/25
2. Inmate Clothing
3. 1 year term with (2) one-year renewals



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael J. Lyons
Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 14, 2026

RE: RFB # 2025-174 Inmate Clothing and Supplies

I am in receipt of your recommendation to award the aforementioned to Victory Supply and Bob Barker Company as follows:

- Line 1 - Work Shirts V-neck Striped; Bob Barker
- Line 2a - Work Pants Slip-on Solid; Victory Supply
- Line 2b - Work Pants Slip-on Striped; Victory Supply
- Line 3 - Gym T-shirts Victory Supply
- Line 4 - EVA Step-In Shoe; Bob Barker
- Line 5 - Men's Briefs: Victory Supply
- Line 6 - Women's Briefs: Victory Supply
- Line 7 - Sports Bras: Bob Barker
- Line 8 - Sweatshirts: Bob Barker
- Line 9 - Sheets: Victory Supply
- Line 10 - Laundry Bags: Bob Barker
- Line 11 - Spit Socks: Bob Barker
- Line 12 - Watch Cap: Victory Supply
- Line 13 - Towels: Victory Supply
- Line 14 - Mattress/Pillow Combo: Bob Barker

As Victory Supply and Bob Barker Company, Inc are the lowest responsible and responsive bidders for the Inmate Clothing and Supplies, 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.

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Item #1: Work Shirts, V Neck, Striped Fabric **Bob Barker**

MTJ American

Victory Supply

Size	Est. Annual Purchase Quantity				
Small	30 Dozen	71.44		79.76	
Medium	60 Dozen	71.44		79.76	
Large	60 Dozen	71.44		79.76	
X-Large	60 Dozen	71.44		79.76	
2X-Large	60 Dozen	71.44		79.76	
3X-Large	2 Dozen	77.7		83.85	
4X-Large	50 Dozen	81.04		87.95	
5X-Large	2 Dozen	81.04		87.95	
6X-Large	30 Dozen	85.1		87.95	
8X-Large	2 Dozen	89.06		87.95	

JZ-NPS-color-size
60 Days ARO

VSI UNSH-NP (color)

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #2A: Work Pants, Slip-On, Solid Fabric

Size	Est. Annual Purchase Quantity				
Small	30 Dozen	99.36		91.95	
Medium	60 Dozen	99.36		91.95	
Large	60 Dozen	99.36		91.95	
X-Large	60 Dozen	99.36		91.95	
2X-Large	60 Dozen	99.36		91.95	
3X-Large	5 Dozen	104.76		96.6	
4X-Large	50 Dozen	110.04		101.25	
5X-Large	5 Dozen	113.16		105.75	
6X-Large	30 Dozen	114.84		105.75	
8X-Large	3 Dozen	143.4		105.75	

T(color)T-size

VSI UNTR (color)

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Royal Blue 60 Day ARO

Item #2B: Work Pants, Slip-On, Striped Fabric
Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity				
Small	30 Dozen	99.36		91.95	
Medium	60 Dozen	99.36		91.95	
Large	60 Dozen	99.36		91.95	
X-Large	60 Dozen	99.36		91.95	
2X-Large	60 Dozen	99.36		91.95	
3X-Large	5 Dozen	104.76		96.6	
4X-Large	50 Dozen	110.04		101.25	
5X-Large	5 Dozen	113.16		105.75	
6X-Large	30 Dozen	114.84		105.75	
8X-Large	3 Dozen	143.4		105.75	

T(color)T-size
 Royal Blue 60 Day ARO

VSI UNTR (color)

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Item #3: Gym T-Shirts **Bob Barker** **MTJ American** **Victory Supply**
Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity				
Small	20 Dozen	51		41.29	
Medium	40 Dozen	51		41.29	
Large	40 Dozen	51		41.29	
X-Large	40 Dozen	51		41.29	
2X-Large	40 Dozen	83.76		58.27	
3X-Large	5 Dozen	102.72		58.27	
4X-Large	30 Dozen	102.72		62.95	
5X-Large	2 Dozen	102.72		62.95	
6X-Large	20 Dozen	NB		NB	
8X-Large	2 Dozen	NB		NB	
ZBTS(color)-size NO Khaki TSC% (color)					

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Item #4: EVA Step-In Shoe, With Ventilation Holes				
	<u>Bob Barker</u>	<u>MTJ American</u>	<u>Victory Supply</u>	
Size	Est. Annual Purchase Quantity			
Small (5/6)	30 Dozen	41.28		50.94
Medium (7/8)	80 Dozen	41.28		50.94
Large (9/10)	80 Dozen	41.28		50.94
XL (11/12)	80 Dozen	41.28		50.94
2XL (13/14)	50 Dozen	41.28		50.94
3XL (15/16)	30 Dozen	41.28		50.94

FEVST35-OR-size Orange is available

SHEVDSO- SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #5: Men's Briefs

Size	Est. Annual Purchase Quantity				
Small	20 Dozen	11.56		9.94	
Medium	50 Dozen	11.56		10.14	
Large	60 Dozen	11.95		11.19	
X-Large	60 Dozen	12.99		11.63	
2X-Large	60 Dozen	13.84		12.59	
3X-Large	2 Dozen	14.83		13.33	
4X-Large	40 Dozen	15.68		14.23	
5X-Large	2 Dozen	15.68		14.63	
6X-Large	20 Dozen	16.91		14.63	
7X-Large	2 Dozen	16.91		14.63	
8X-Large	2 Dozen	16.91		14.63	

EBRLS-size

BRWH-SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #6: Women's Briefs

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

	<u>Bob Barker</u>	<u>MTJ American</u>	<u>Victory Supply</u>	
Size	Est. Annual Purchase Quantity			
Small	10 Dozen	7.85		7.94
Medium	20 Dozen	7.85		7.94
Large	20 Dozen	9.52		8.04
X-Large	20 Dozen	9.52		8.04
2X-Large	10 Dozen	10		8.91
3X-Large	2 Dozen	10.71		8.99
4X-Large	10 Dozen	10.71		8.99
5X-Large	2 Dozen	10.71		9.28
6X-Large	10 Dozen	10.71		9.28
7X-Large	2 Dozen	10.71		9.28
8X-Large	2 Dozen	10.71		9.28

ELBLCTN-size

PNTYECWH-SZ

Item #7: Sports Bras

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

	<u>Bob Barker</u>	<u>MTJ American</u>	<u>Victory Supply</u>	
Size	Est. Annual Purchase Quantity			
Medium	10 Dozen	18.44		17.99
Large	20 Dozen	18.44		17.99
X-Large	20 Dozen	18.44		19.14
2X-Large	10 Dozen	18.44		19.34
4X-Large	10 Dozen	18.44		20.49
6X-Large	10 Dozen	18.44		20.49

Item #8: Sweatshirts

EBASPLS(size)

SBWHEC-SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

	<u>Bob Barker</u>	<u>MTJ American</u>	<u>Victory Supply</u>	
Size	Est. Annual Purchase Quantity			
Small	30 Dozen	80.64 no Kelly Green		85.37
Medium	60 Dozen	80.64 no Kelly Green		85.37
Large	60 Dozen	80.64 no Kelly Green		85.37
X-Large	60 Dozen	80.64 no Kelly Green		85.37
2X-Large	60 Dozen	84.48 no Kelly Green		102.78
3X-Large	5 Dozen	84.48 no Kelly Green		102.78
4X-Large	50 Dozen	90.12 no Gold		114.2
5X-Large	5 Dozen	90.12 no Gold		114.2
6X-Large	30 Dozen	95.88 ONLY Navy, Gray, Orange	NB	
7X-Large	2 Dozen	95.88 ONLY gray	NB	
8X-Large	2 Dozen	102.24 ONLY gray	NB	

SS-color-size

SS(color)-SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #9: Brown Sheets, 4.5 Oz. Poplin				
	Est. Annual Purchase Quantity			
Size	66" x 104"	175 Dozen	52.28	48.74

Item #10: Laundry Nets SH66104BR SHVSEBR-66104

	Est. Annual Purchase Quantity			
Size	18" x 24"	75 Dozen	22.14	

PZW1824

Item #11: Spit Socks				
Size	One Size	Est. Annual Purchase Quantity	8.04/dozen	
		300 Dozen		

8000 ONLY SOLD BY CASE OF
10 \$6.70 per Case

Item #12: Watch Cap				
	Est. Annual Purchase Quantity			
Size	One Size	100 Each	1.11	1.09

ONLY SOLD BY DOZEN 101K-
OR

WCAPOR

Item #13: Towels WHITE TERRY TOWELS 60/40 COTTON POLY BLEND				
	Est. Annual Purchase Quantity			
Size	22" X 44" 126WT.	200 Dozen	14.48	14.22

BT2244

BTWWH22442

Item #14: Mattress/Pillow Combo 30x75x4				
	Est. Annual Purchase Quantity			
Size	One Size	500 Each	72.48	75.19

SSPM30754P

DVS453075P-12

MASV30754P

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY CORRECTIONAL FACILITY



RFB #2025-174

INMATE CLOTHING AND SUPPLIES

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Inmate Clothing and Supplies RFB NUMBER: 2025-174

Receipt Confirmation Form

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

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

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

Company Name: Bob Barker Company Inc

Address: 7925 Purfoy Road

City: Fuquay Varina State: NC Zip Code: 27526

Contact Person: Rebecca Miller

Title: Contract and Pricing Operations Analyst

Phone Number: 800-334-9880 Fax Number: 800 322-7537 E-Mail: bidnotices@bobbarker.com

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

☐ Yes / ☒ No

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

Fax Number: 800 322-7537 E-Mail: customerservice@bobbarker.com

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

NON-BIDDER RESPONSE

RFB # 2025-174

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2025-174

Sealed Bids for Inmate Clothing and Supplies as requested by Albany County Correctional Facility will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, December 11, 2025.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at **<http://www.empirestatebidsystem.com>** starting by close of business (4:30 p.m.) on **November 27, 2025**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
November 20, 2025

PUBLISH ONE DAY – NOVEMBER 27, 2025 -- THE EVANGELIST
PUBLISH ONE DAY – NOVEMBER 28, 2025 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **INMATE CLOTHING AND SUPPLIES**
- 1.2 Requesting Department: **CORRECTIONAL FACILITY**
- 1.3 Bid Number: **2025-174**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for the **purchasing of inmate clothing, linens and supplies** as requested by **Albany County Correctional Facility**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, DECEMBER 11, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820 Please make note of the new room number**
Albany, NY 12207

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

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **One (1) Year** from the date of award to date ending. Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT USED

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT USED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of

Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

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

requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
- 22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

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

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

SECTION 25: MACBRIDE PRINCIPLES

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

of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase of bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT USED

SECTION 27: NOT USED

SECTION 28: NOT USED

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

Contract #: 2026-0174

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Correctional Facility A3150

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Victory Supply Llc

Estimated Amount: 60,000.00

Scope of Services: Inmate Clothing

Budget Line Item: A931503644201

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

Schedule A

1. RFB 2025-174 DATED 11/20/25
2. Inmate Clothing
3. 1 year term with (2) one-year renewals



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael J. Lyons
Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 14, 2026

RE: RFB # 2025-174 Inmate Clothing and Supplies

I am in receipt of your recommendation to award the aforementioned to Victory Supply and Bob Barker Company as follows:

- Line 1 - Work Shirts V-neck Striped; Bob Barker
- Line 2a - Work Pants Slip-on Solid; Victory Supply
- Line 2b - Work Pants Slip-on Striped; Victory Supply
- Line 3 - Gym T-shirts Victory Supply
- Line 4 - EVA Step-In Shoe; Bob Barker
- Line 5 - Men's Briefs: Victory Supply
- Line 6 - Women's Briefs: Victory Supply
- Line 7 - Sports Bras: Bob Barker
- Line 8 - Sweatshirts: Bob Barker
- Line 9 - Sheets: Victory Supply
- Line 10 - Laundry Bags: Bob Barker
- Line 11 - Spit Socks: Bob Barker
- Line 12 - Watch Cap: Victory Supply
- Line 13 - Towels: Victory Supply
- Line 14 - Mattress/Pillow Combo: Bob Barker

As Victory Supply and Bob Barker Company, Inc are the lowest responsible and responsive bidders for the Inmate Clothing and Supplies, 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.

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Item #1: Work Shirts, V Neck, Striped Fabric **Bob Barker**

MTJ American

Victory Supply

Size	Est. Annual Purchase Quantity				
Small	30 Dozen	71.44		79.76	
Medium	60 Dozen	71.44		79.76	
Large	60 Dozen	71.44		79.76	
X-Large	60 Dozen	71.44		79.76	
2X-Large	60 Dozen	71.44		79.76	
3X-Large	2 Dozen	77.7		83.85	
4X-Large	50 Dozen	81.04		87.95	
5X-Large	2 Dozen	81.04		87.95	
6X-Large	30 Dozen	85.1		87.95	
8X-Large	2 Dozen	89.06		87.95	

JZ-NPS-color-size
60 Days ARO

VSI UNSH-NP (color)

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #2A: Work Pants, Slip-On, Solid Fabric

Size	Est. Annual Purchase Quantity				
Small	30 Dozen	99.36		91.95	
Medium	60 Dozen	99.36		91.95	
Large	60 Dozen	99.36		91.95	
X-Large	60 Dozen	99.36		91.95	
2X-Large	60 Dozen	99.36		91.95	
3X-Large	5 Dozen	104.76		96.6	
4X-Large	50 Dozen	110.04		101.25	
5X-Large	5 Dozen	113.16		105.75	
6X-Large	30 Dozen	114.84		105.75	
8X-Large	3 Dozen	143.4		105.75	
T(color)T-size				VSI UNTR (color)	

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Royal Blue 60 Day ARO

Item #2B: Work Pants, Slip-On, Striped Fabric

Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity				
Small	30 Dozen	99.36		91.95	
Medium	60 Dozen	99.36		91.95	
Large	60 Dozen	99.36		91.95	
X-Large	60 Dozen	99.36		91.95	
2X-Large	60 Dozen	99.36		91.95	
3X-Large	5 Dozen	104.76		96.6	
4X-Large	50 Dozen	110.04		101.25	
5X-Large	5 Dozen	113.16		105.75	
6X-Large	30 Dozen	114.84		105.75	
8X-Large	3 Dozen	143.4		105.75	

T(color)T-size
 Royal Blue 60 Day ARO

VSI UNTR (color)

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #3: Gym T-Shirts

Required Lead Time: 21 Days ARO

Size	Est. Annual Purchase Quantity				
Small	20 Dozen	51		41.29	
Medium	40 Dozen	51		41.29	
Large	40 Dozen	51		41.29	
X-Large	40 Dozen	51		41.29	
2X-Large	40 Dozen	83.76		58.27	
3X-Large	5 Dozen	102.72		58.27	
4X-Large	30 Dozen	102.72		62.95	
5X-Large	2 Dozen	102.72		62.95	
6X-Large	20 Dozen	NB		NB	
8X-Large	2 Dozen	NB		NB	

ZBTS(color)-size NO Khaki

TSC% (color)

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #4: EVA Step-In Shoe, With Ventilation Holes

Size	Est. Annual Purchase Quantity				
Small (5/6)	30 Dozen	41.28		50.94	
Medium (7/8)	80 Dozen	41.28		50.94	
Large (9/10)	80 Dozen	41.28		50.94	
XL (11/12)	80 Dozen	41.28		50.94	
2XL (13/14)	50 Dozen	41.28		50.94	
3XL (15/16)	30 Dozen	41.28		50.94	

FEVST35-OR-size Orange is available

SHEVDSO- SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #5: Men's Briefs

Size	Est. Annual Purchase Quantity				
Small	20 Dozen	11.56		9.94	
Medium	50 Dozen	11.56		10.14	
Large	60 Dozen	11.95		11.19	
X-Large	60 Dozen	12.99		11.63	
2X-Large	60 Dozen	13.84		12.59	
3X-Large	2 Dozen	14.83		13.33	
4X-Large	40 Dozen	15.68		14.23	
5X-Large	2 Dozen	15.68		14.63	
6X-Large	20 Dozen	16.91		14.63	
7X-Large	2 Dozen	16.91		14.63	
8X-Large	2 Dozen	16.91		14.63	

EBRLS-size

BRWH-SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #6: Women's Briefs

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

	<u>Bob Barker</u>	<u>MTJ American</u>	<u>Victory Supply</u>	
Size	Est. Annual Purchase Quantity			
Small	10 Dozen	7.85		7.94
Medium	20 Dozen	7.85		7.94
Large	20 Dozen	9.52		8.04
X-Large	20 Dozen	9.52		8.04
2X-Large	10 Dozen	10		8.91
3X-Large	2 Dozen	10.71		8.99
4X-Large	10 Dozen	10.71		8.99
5X-Large	2 Dozen	10.71		9.28
6X-Large	10 Dozen	10.71		9.28
7X-Large	2 Dozen	10.71		9.28
8X-Large	2 Dozen	10.71		9.28

ELBLCTN-size

PNTYECWH-SZ

Item #7: Sports Bras

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

	<u>Bob Barker</u>	<u>MTJ American</u>	<u>Victory Supply</u>	
Size	Est. Annual Purchase Quantity			
Medium	10 Dozen	18.44		17.99
Large	20 Dozen	18.44		17.99
X-Large	20 Dozen	18.44		19.14
2X-Large	10 Dozen	18.44		19.34
4X-Large	10 Dozen	18.44		20.49
6X-Large	10 Dozen	18.44		20.49

Item #8: **Sweatshirts** EBASPLS(size) SBWHEC-SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

	<u>Bob Barker</u>	<u>MTJ American</u>	<u>Victory Supply</u>	
Size	Est. Annual Purchase Quantity			
Small	30 Dozen	80.64 no Kelly Green		85.37
Medium	60 Dozen	80.64 no Kelly Green		85.37
Large	60 Dozen	80.64 no Kelly Green		85.37
X-Large	60 Dozen	80.64 no Kelly Green		85.37
2X-Large	60 Dozen	84.48 no Kelly Green		102.78
3X-Large	5 Dozen	84.48 no Kelly Green		102.78
4X-Large	50 Dozen	90.12 no Gold		114.2
5X-Large	5 Dozen	90.12 no Gold		114.2
6X-Large	30 Dozen	95.88 ONLY Navy, Gray, Orange	NB	
7X-Large	2 Dozen	95.88 ONLY gray	NB	
8X-Large	2 Dozen	102.24 ONLY gray	NB	

SS-color-size

SS(color)-SZ

Request for Bids #2025-174: Inmate Clothing and Supplies
Albany County Correctional Facility

Bid Tabulation

Bob Barker

MTJ American

Victory Supply

Item #9: Brown Sheets, 4.5 Oz. Poplin

	Est. Annual Purchase Quantity			
Size				
66" x 104"	175 Dozen	52.28		48.74

Item #10: Laundry Nets

SH66104BR

SHVSEBR-66104

	Est. Annual Purchase Quantity			
Size				
18" x 24"	75 Dozen	22.14		

PZW1824

Item #11: Spit Socks

Size	Est. Annual Purchase Quantity			
One Size	300 Dozen	8.04/dozen		

8000 ONLY SOLD BY CASE OF
10 \$6.70 per Case

Item #12: Watch Cap

	Est. Annual Purchase Quantity			
Size				
One Size	100 Each	1.11		1.09

ONLY SOLD BY DOZEN 101K-

OR

WCAFOR

Item #13: Towels WHITE TERRY TOWELS 60/40 COTTON POLY BLEND

	Est. Annual Purchase Quantity			
Size				
22" X 44" 126WT.	200 Dozen	14.48		14.22

BT2244

BTWWH22442

Item #14: Mattress/Pillow Combo 30x75x4

	Est. Annual Purchase Quantity			
Size				
One Size	500 Each	72.48	\$83.00	75.19

SSPM30754P

DVS453075P-12

MASV30754P

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY CORRECTIONAL FACILITY



RFB #2025-174

INMATE CLOTHING AND SUPPLIES

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Inmate Clothing and Supplies RFB NUMBER: 2025-174

Receipt Confirmation Form

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

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

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

Company Name: Victory Supply LLC

Address: 7025 Industrial Park Rd

City: Mount Pleasant State: TN Zip Code: 38474

Contact Person: Michael Redfern

Title: Bids Manager

Phone Number: 888-376-1205 Fax Number: 931-325-5521 E-Mail: Bids@victorysupplyinc.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
☐ Yes / ☒ No

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

Fax Number: 888-376-1205 E-Mail: bids@victorysupplyinc.com

N/A Bid Attached

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

NON-BIDDER RESPONSE

RFB # 2025-174

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2025-174**

Sealed Bids for Inmate Clothing and Supplies as requested by Albany County Correctional Facility will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, December 11, 2025.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **November 27, 2025**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
November 20, 2025

PUBLISH ONE DAY – NOVEMBER 27, 2025 -- THE EVANGELIST
PUBLISH ONE DAY – NOVEMBER 28, 2025 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **INMATE CLOTHING AND SUPPLIES**
- 1.2 Requesting Department: **CORRECTIONAL FACILITY**
- 1.3 Bid Number: **2025-174**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for the **purchasing of inmate clothing, linens and supplies** as requested by **Albany County Correctional Facility**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, DECEMBER 11, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820 Please make note of the new room number**
Albany, NY 12207

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

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **One (1) Year** from the date of award to date ending. Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT USED

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT USED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

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

Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 17: AWARD OF BID

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

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

requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.

22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.

22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

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

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

SECTION 25: MACBRIDE PRINCIPLES

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

of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT USED

SECTION 27: NOT USED

SECTION 28: NOT USED

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

Contract #: 2025-1715

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Executive A1230

Date Submitted: 12/02/2026

Contact Person: [Katelyn Pauly]

Contact Phone: 518-447-5525

Vendor Info: St. Catherine's Center for Children

Estimated Amount: \$53,949.74

Scope of Services: St. Catherines Case Management Services for LEAD

Budget Line Item: A94322-44092-LIF23

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

Schedule A

Schedule A includes the following:

1. Vendor Proposal

PROPOSAL FOR RFP #2025-122: CASE MANAGEMENT SERVICES FOR LEAD

SECTION I: Title Page

Subject: RFP-2025-122 Case Management Services for LEAD

Proposer:

St. Catherine's Center for Children
Brian Perrotto, Interim Executive Director
40 North Main Avenue
Albany, New York 12203

bperrotto@st-cath.org (518) 453-6700

Bid #1 of 2

Table of Contents

SECTION I: Title Page & Table of Contents	1-2
SECTION II: Qualification/Experience	3-17
SECTION III: References	17-18
SECTION IV: Plan Implementation	18-22
SECTION V: Cost Proposal Section	23-27
• Cost Proposal Form CP1-3	
• Budget Summary	
• Cost Justification	
SECTION VI: Mandatory Documentation & Attachments	
○ Attachment A: The Non-Collusive Bidding Certificate	28
○ Attachment B: Acknowledgment by Proposer	29
○ Attachment C: Vendor Responsibility Questionnaire	30-33
○ Attachment D: Iranian Energy Divestment Certification	34
○ Attachment E: Key Staff Resumes	35-37
○ Other	
■ Letters of Support	38-41
■ CTI Logic Model	42

SECTION II: Qualification/Experience

Provide the name, a brief history, and a description of your firm.

St. Catherine's Center for Children (SCCC) offers a comprehensive range of human services to society's most vulnerable, with supportive child and family care, community-based programs, and homeless services. Our services are designed to address our children, families, and adults' needs for human connection, security, safety, dignity, and respect, and to feel part of something greater than our circumstances. This is part of a philosophy that St. Catherine's has embraced, 'unconditional community,' wherein no one is left out because of where they live, their conditions, or their current and ongoing situations.

While specific issues vary among individuals and families, a common thread can be found in their narratives, including a history of trauma and limited skills in navigating challenges that threaten family life and stability. Many of our participants struggle to manage complex mental health issues, including multiple documented Diagnostic and Statistical Manual (DSM) diagnoses. Others struggle with socioeconomic disadvantages that include multi-generation poverty and histories of complex and high-risk behaviors, which can be disruptive, self-destructive, and unmanageable. SCCC works not only to alleviate our clients' problems but also to help address the behavioral or mental health issues that negatively impact their lives and create lasting trauma.

Since 1886, St. Catherine's has been serving the Albany community and understands the complex needs of individuals and families in Albany County. Many struggle with the challenges encountered by at-risk families in larger urban communities, including health and racial disparities. Examples include insufficient numbers of local health facilities, mental health services, and other human service providers. Also, various social determinants of health disproportionately impact these communities.

St. Catherine's Homeless Services meets the needs of families and single adults struggling with homelessness or who are at risk of becoming homeless and related issues of poverty, mental health, health care, and substance abuse. Services stabilize people experiencing homelessness and those at risk of becoming homeless by offering assistance in housing, family functioning, employment, engagement in the community, and other critical issues.

Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work. *(Please also reference Attachment E: Key Staff Resumes)*

Staff members and positions that St. Catherine's is proposing to be part of the Case Management Services for LEAD include the following:

Matthew Vertefeuille, Associate Executive Director of Homeless Services, will oversee the overall development and implementation of LEAD Case Management services. As the Associate Executive of Homeless Services at St. Catherine's, Matt represents the agency in all community initiatives related to homeless populations, including the Coordinated Entry, NOFO, and Outreach Committees of the Albany County Coalition on Homelessness. Matt has several years of experience planning, developing, implementing, and supervising the staff of homeless service and programs, providing services to youth, adults, veterans, survivors of domestic violence, and families experiencing homelessness.

Throughout Matt's professional career, he has specialized in the development, implementation, and evaluation of Street Outreach-based programs and initiatives. As an outreach van driver in Albany, Matt helped to establish the original Albany Code Blue initiative, which offered extended outreach hours, immediate shelter access, and transportation to shelter during the coldest months of the year. Matt then went on to develop the only homeless street outreach program in Rensselaer County, an evidence-based practice program which utilized Critical Time Intervention (CTI) to assist those living on the street to access housing and support services rapidly.

Matt also has an extensive history of collaborative work on several committees that address homelessness. Matt assisted in the creation of the original Coordinated Entry system in Rensselaer County, whereby those who are homeless and disabled access permanent supportive housing, and he currently sits on the Coordinated Entry subcommittee of the Albany County Coalition on Homelessness. Matt is also an attending member of the Albany County Patient Services Coordinating Committee (PSCC) and Housing SPOA work groups, and has previously been a sitting member on the Albany County Department of Children, Youth, and Families Prevention Committee. Matt has also been an active member of the Albany, Cohoes, and Watervliet LEAD Operational Work Groups, both as an Albany County employee and in his role at St. Catherine's Center for Children. Matt's experience working with LEAD demonstrates an understanding of and commitment to the core principles and values of the LEAD program,

including adherence to a Motivational Interviewing model and Harm Reduction framework for service delivery, both of which are evidence-based practices in which Matt has extensive experience and training.

Matt obtained his Master's in Social Welfare from The State University of New York, Albany in 2019, where the primary focus of his studies included evidence-based practices which address homelessness across public policy, program development, and evaluation, and client engagement.

Matt will play an integral role in being the bridge between the LEAD stakeholders and St. Catherine's internal services, both programmatic and administrative. Matt's main office is at Marillac Family Shelter at 195 Washington Avenue Extension in Albany.

Case Management Supervisor (To Be Hired) The Case Management Supervisor will have extensive experience in Street Outreach as well as in behavioral health, and demonstrated competency in harm reduction principles and practices, and in the skill of Motivational Interviewing. This position will require knowledge and understanding of drug use disorder, mental illness, and trauma, acting as a subject matter expert on these areas and educating the case management team.

The supervisor will oversee the day-to-day operations of the case management team, ensure quality service delivery, and maintain relationships with law enforcement and other LEAD stakeholders. The supervisor will also directly oversee case management service provision for up to ten (10) LEAD clients, as well as serve as on-call on a rotation basis.

The Case Management Supervisor's office will be at a secure area located at Michael's House at 543 North Pearl St., Albany, NY 12204

Case Managers (2 Full-Time Positions To Be Hired) St. Catherine's will hire two full-time case managers with caseloads of 20 clients each, where they serve as the "primary" case manager. These staff will be responsible for assessment and establishment of service plans, serve as the primary liaison between client and other service providers, assist with benefit or resource linkage, and adhere to the LEAD program's core principles of harm reduction, non-displacement, community transparency, accountability, peer outreach and counseling, specially tailored interventions, and cultural competency. Case managers will serve clients who are identified as requiring longer-term case management, in coordination with the Outreach and Engagement team, and as determined by the LEAD supervisor. Additionally, they will serve as on-call on a rotation basis to ensure continuous support for participants.

The Case Managers will be located at our location on Walter Street and in the community. The program will operate from a shared workstation at 31 Walter St., Albany, NY 12204, with the expectation that services remain mobile—engaging participants in community settings, homes, and in the field using mobile hotspots via our Care-A-Van and other community locations.

LEAD Program: Staffing Structure and Strategy

A Field-Based Approach The LEAD program will operate with a primary focus on community-based outreach. All staff will be equipped with mobile hotspots for data entry, enabling them to meet clients where they are—at home, in community settings, or on the street. While office space will be available, the program’s core function is to provide services in the field.

Extended Service Hours Staff will work split shifts (9 a.m. to 5 p.m. and 11 a.m. to 7 p.m.) to extend service availability beyond traditional business hours and ensure a timely response to referrals in the early evening.

Dedicated Case Management Each client will be assigned a primary case manager who is responsible for their service plan. However, to ensure **continuity of care**, all LEAD workers will be familiar with the entire client caseload. This structure guarantees that clients can receive support even if their assigned case manager is unavailable.

Mobile Resources The program will use the existing Care-A-Van as a recognizable vehicle for outreach. The van will carry essential supplies, including **medical supplies, clothing, hygiene products**, and other **emergency items**.

24/7 On-Call Rotation St. Catherine’s will provide 24/7 accessibility for referrals and support through an on-call rotation system. This rotation will include Case Management, Outreach and Engagement, and supervisory staff. This model efficiently distributes on-call responsibilities among existing team members, eliminating the need for dedicated part-time staff. All participating staff will be comprehensively trained to respond to after-hours calls from law enforcement and other requests.

Leveraging Operational Experience St. Catherine's has extensive experience with 24/7 operations, including established on-call models within our homeless services division. We will leverage this existing infrastructure to support the LEAD program, ensuring seamless communication with law enforcement and a rapid response to client needs at any hour. This experience allows for a smooth implementation of the on-call system without the typical challenges associated with new program startups.

Existing LEAD Outreach and Engagement Team

St. Catherine's will leverage the existing LEAD Outreach and Engagement staff (currently funded through other sources and anticipated other funding for 2025-26) to complement the primary case management team, creating a comprehensive and integrated service delivery model. This includes:

Outreach and Engagement Case Managers (1 FTE with a second position planned for Fall 2025). The Outreach and Engagement Case Managers will each carry a caseload of primarily low-service need/low acuity cases, specializing in outreach and engagement. Utilizing Critical Time Intervention methodology, these staff will complete initial assessments as well as facilitate bridging to community-based supports. A key responsibility will be identifying higher acuity cases for referral to more intensive LEAD case management services. The Outreach and Engagement Case Managers will maintain regular contact with individuals who need less intensive support while ensuring they receive appropriate services. They will also participate in the on-call rotation to provide 24/7 accessibility for referrals.

The Outreach and Engagement Case Managers will be located at our location on Walter Street and in the community. The program will operate from a shared workstation at 31 Walter St., Albany, NY 12204, with the expectation that services remain mobile—engaging participants in community settings, homes, and in the field using mobile hotspots via our Care-A-Van and other community locations.

Part-Time Outreach and Engagement Supervisor. The Part-Time Supervisor is providing crucial oversight to the Outreach and Engagement team while coordinating closely with the Case Management Supervisor. This position will assist in managing referrals, reporting on cases during Operational Work Group meetings, and providing direct supervision to the Outreach and Engagement team members. The supervisor will ensure adherence to LEAD principles and methodologies while facilitating smooth transitions between different levels of service intensity based on client needs. They will also participate in the on-call rotation, ensuring supervisory support is available when needed for after-hours situations requiring professional judgment.

The integration of the Outreach and Engagement team with the Case Management team creates a comprehensive service continuum that can effectively address the diverse needs of LEAD participants while maximizing resource efficiency.

The Part-Time Outreach and Engagement Supervisor's office is located in a secure area at Michael's House at 543 North Pearl St., Albany, NY 12204

Continuous Quality Improvement (CQI) Team. As part of the program, St. Catherine's will have internal CQI staff to provide Quality Assurance and fidelity monitoring. The CQI Team provides the quality improvement element to the program, attending to internal review processes and program adherence to the laws, rules, and regulations of the accrediting body. The CQI team reviews program objectives and measures outcomes based on the reviews. The focus is on valued outcomes for the program participants. The CQI Team will train staff to ensure the model's full implementation

Recruitment, Hiring, and Training Approach

St. Catherine's recruits through job boards, social media, networks, and hiring events, prioritizing diverse candidates and those with lived experience, with input from community partners to ensure staff reflect the populations served. We have extensive experience employing peer counselors, both within our homeless division and across other agency programs, and intentionally strive to mirror the populations we serve. Many of our outreach and homeless services staff have direct lived experience with homelessness, mental health challenges, abuse, neglect, and substance use, which enhances authenticity and effectiveness in client engagement. We also partner with community organizations that employ peers, such as Capital Area Peer Services (CAPS), a peer-run agency that provides specialists to support recovery, housing stability, and adjustment. These partnerships strengthen ties to community services and support implementation of evidence-based models like Critical Time Intervention.

Our hiring process emphasizes transparency, with recruiters reviewing role expectations clearly from application through onboarding. All new staff complete mandatory training in trauma-informed care, harm reduction, motivational interviewing, Critical Time Intervention, cultural competency, and LEAD protocols. Ongoing supervision and professional development reinforce fidelity to evidence-based practices and ensure continuous skill development.

Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

Brian Perrotto, Interim Executive Director
St. Catherine's Center for Children
40 North Main Avenue
Albany, New York 12203
bperrotto@st-cath.org
(518) 453-6700

Detail your firm's experience with harm reduction-based case management service provision.

St. Catherine's has extensive experience managing government-funded programs and providing harm reduction-based case management services. We have overseen programs funded by all levels of government -- county, state, and federal. We currently operate programs funded and overseen by five State offices: the New York State Office of Mental Health (OMH), Office of Children and Family Services (OCFS), Department of Health (DOH), State Education Department (SED), and the Office of Temporary and Disability Assistance (OTDA).

St. Catherine's has successfully administered two programs funded by the U.S. DHHS – Substance Abuse and Mental Health Services Administration (SAMHSA). From 2009-2013, St. Catherine's ran Project ARCH, a \$1.75 million grant that provided case management, substance use, and trauma services to homeless heads of households with dependent children. From 2016-2019, St. Catherine's ran Project Connect, a \$1.6 million grant that provided outreach and case management services to adult men and women with mental health and/or substance use disorders experiencing chronic homelessness in Albany County.

Our Harm Reduction Approach and Housing First Philosophy

In our daily operations as a Housing First provider with extensive community outreach services, St. Catherine's implements practical harm reduction approaches with all clients. We recognize that for many individuals we serve, complete abstinence from substances or full participation in traditional behavioral health services may not be immediately achievable or desired. This may be due to various factors, including personal readiness, trauma history, or structural barriers. Our homeless services philosophy centers on meeting each person exactly where they are in their journey, without judgment, while supporting them in identifying and making incremental choices that can reduce harm and improve their quality of life.

St. Catherine's programs support participants to obtain and sustain permanent housing by connecting each consumer with the wrap-around services identified at the initial Social Determinants of Health (SDoH) screening. We promote the importance of prioritizing housing to take care of your physical and mental health. Our homeless programs provide linkages to community providers and on-site support groups providing information to aid people in addressing chronic health issues, addiction, behavioral health, and children's healthcare. Participant involvement and choice are a priority in all of St. Catherine's programs.

Assessment and care planning begins upon first introduction to the individual in need of assistance and may take place unplanned or 'after hours'. Our staff plans on initiating assessment by first asking clients what they need and working with individuals on their social

determinants of health. Case managers will assist in meeting any immediate needs related to SDoH (i.e., food insecurity, connection to healthcare, clothing, temporary shelter). This immediate connection will be the foundation for person-centered care planning moving forward.

The Critical Time model will guide the person-centered care plan for the life of the client relationship. Once a participant is referred and if a planned meeting is possible, the case manager will meet with the participant to discuss the program and learn about the support they need to get housed. The initial meeting will focus on getting to know each other. This information is obtained using Motivational Interviewing as a technique to be person-centered, to develop the relationship, and to be non-coercive. The primary goal is to identify and meet the participant's immediate needs and develop a plan on how we can partner to meet that need. Initial goals are often access to shelter (formal or informal), food, applying for benefits and/or connection to healthcare.

Service planning will be a client-driven process whereby we will create specific areas of focus to assist participants towards their recovery. Participants are the experts in their care. Staff will continue to support the client's choices and provide the support they believe they need. Our experience using the CTI model in our Outreach & Engagement programs guides us in successful person-centered care. We know that when participants feel empowered and in control, their level of motivation increases. The CTI treatment plan creates areas of focus that the client has identified, and based on their level of readiness and with our support, the client works towards meeting their goals.

Working within a "housing first" model, the St. Catherine's team of homeless and housing services providers coordinates the support services needed to keep participants stably housed and out of the emergency room or hospital. Success is measured through housing placement, retention milestones, and pre-and post-social determinants of health screenings. This approach recognizes that housing is a basic human need and foundation for stability, rather than a reward for treatment compliance.

St. Catherine's homeless services work leverages internal housing programs such as Michaels House and Scattered Site Permanent Supportive Housing, and uses vouchers that can be used to house individuals experiencing homelessness or unstable housing with behavioral/mental health needs, and also have chronic illnesses. Externally, St. Catherine's leverages the coordinated entry process and the many relationships with community partners to achieve permanent housing for participants.

The case manager partners with clients to explore housing opportunities driven by the individual. The case manager assists the individual to obtain documentation, complete

subsidized housing applications, and, if eligible, submit to Coordinated Entry. St. Catherine's serves the most vulnerable and is designed to quickly access housing specifically for high users of emergency services and inpatient stays. We have an extensive landlord database that case managers have access to connect with landlords who have been working with us for several years to provide permanent housing to our participants. We have long-standing relationships with our landlords, which have resulted in successful housing placement and retention.

Based on the CTI model, treatment plans are developed at the beginning of each phase to create goals and the area of focus driven by the individual to locate and sustain permanent housing. The CTI treatment plan identifies strategies for identifying formal and informal supports. This model also includes safety planning, budgeting, crisis planning, and meaningful activity worksheets to support individuals as they move towards recovery and healing.

Housing First, distinct from "rapid re-housing," is an innovation in human service programs for treating homelessness, serving as an alternative to the traditional Continuum of Care model. Rather than moving homeless individuals through different "levels" of housing that gradually move them closer to independence, Housing First immediately places individuals from the streets or shelters into their own apartments.

St. Catherine's Case Managers use harm reduction methods when working with consumers to design wrap-around support services and safety planning. We assist people in removing barriers and work with each person on their own terms regarding their care and treatment programs. We ensure they have access to wrap-around services and crisis contacts, meeting each person where they are and providing services when they're ready to engage. Consumers are heavily involved in choosing where they live, as certain areas may trigger behaviors that could lead to relapse. We prioritize available resources from the consumer's perspective, showing participants multiple options that provide the best environment for securing and sustaining housing.

When someone is homeless, they have lost the comfort and protection of their family and community. Sometimes, they are marginalized and isolated, lacking understanding, feeling unworthy, or afraid to seek out the help they need. As we meet people where they are when they are ready, we build trust with each person so they can re-engage within a community and establish positive relationships.

Evidence-Based Practices in Our Harm Reduction Work

The two main interventions that we use are Critical Time Intervention (CTI) and Motivational Interviewing (MI). Currently, CTI and MI are embedded in all of St. Catherine's homeless programs, housing and supportive services, and street outreach activities.

Critical Time Intervention (CTI) is a case management evidence-based practice designed to provide time-limited services to homeless individuals transitioning to community living (Herman et al., 2007). St Catherine's Center for Children has used Critical Time Intervention as the foundation of our homeless services since 2016. Our homeless service staff has received extensive training conducted by the Center for Urban Community Services in CTI, which focused on the implementation of each phase and the fidelity of the model. This model is practiced throughout all of the homeless service programs.

The evidence-based practice of CTI has been fully implemented at St. Catherine's. The primary goal of CTI is to provide intensive, flexible, emotional, and practical support to individuals during the critical transition period to housing while at the same time seeking to strengthen the individual's ties to services and support for long-term recovery and well-being. Herman et al. (2007). Best practices in the CTI model are for case managers to have small caseloads and effectively work with approximately 15-25 participants, with participants spread out across each of the three phases of the model.

Critical Time Intervention is a model based on 3-4 phases that are time-limited up to 12 months. The final, fifth phase, which we have added, supports individuals as they transition to permanent housing for an additional 3 months. Intensive support is critical for the homeless population as they adjust to the challenges of being housed.

Our CTI implementation includes:

- Phase I: Outreach and Engagement; Timeframe: Continuous & 0-3 months
- Phase II: Treatment, Supports, and Secure/Stabilize Permanent Housing; Timeframe: 3-6 months
- Phase III: Transfer of Care Time Frame: 6-9 months
- Phase IV: Achievement Recognition; Timeframe: 9-12 months
- Phase V: Post; Timeframe: 3 months

In St. Catherine's experience using the Critical Time Intervention model, we originally based it on nine months and three to four phases. With the expansion of the time to up to 15 months, we have added two other phases. The final two phases that we have implemented in the model provide additional support to individuals as they transition to permanent housing. This can be the most challenging transition for individuals who have been chronically experiencing homelessness, as they struggle with their mental health and addiction. We have always

provided aftercare throughout our homeless services to provide the additional support to maintain housing and stay connected or reconnect to services that they identify as helpful to them.

Motivational Interviewing (MI) is an evidence-based practice counseling style that focuses on helping participants achieve behavior change by exploring and resolving their ambivalence to change (Rollnick & Miller, 1995). St. Catherine's has been using Motivational Interviewing as an engagement and supervisory tool since 2012. MI is intended to be client-centered, non-judgmental, and non-confrontational; the techniques help people recognize their behavior, evaluate the impact of their behavior in relation to other issues in their life, and look at strength-based ways of changing the behavior. MI has demonstrated effectiveness with difficult-to-serve populations, including those with severe substance abuse problems and co-occurring disorders (Wain, et al., 2011).

Our assessment and screening process includes:

- Removing barriers to accessing services while encouraging consumers to engage in healthcare.
- Promoting the importance of physical and mental health care as a first priority in securing housing.

Street Outreach and Trust-Building in Harm Reduction

A unique aspect of our street outreach program is that we develop relationships with our constituents and build a bridge of trust, compassion, and respect for each individual. Our work does not just happen when a situation becomes acute in the Emergency Room or a Police Station. We are on the streets, in the parking lots, and wherever there is a need for the most vulnerable. Our dedicated staff meets each person where they are, both physically and mentally.

As an Outreach & Engagement provider for several years, St. Catherine's has strong long-term relationships with key community providers, housing municipalities, and landlords that continue to support us in successfully housing our most vulnerable population.

In County offices, we can set up a table as consumers come in to get assistance each week. Our staff engage and build a relationship with individuals. We keep a schedule to ensure consistency, so that when they are ready, we are here to help.

Combining street outreach, special events, and referrals from community service providers, we are able to raise awareness within the community about our street outreach services and build

a sense of trust, community, and commitment. As we offer case management and wrap-around services, we not only link participants to primary and behavioral healthcare to address the Social Determinants of Health (SDoH), but we also work with individuals to help them understand the role SDoH plays in their overall well-being. In doing this, we are person-centered and non-judgmental in all of our outreach efforts.

When our team works with participants in assisting with their SDoH, those actions build a bond and trust with the individual. Examples include driving someone to pick up their script at the pharmacy, showing up on time and consistently to bring them to their weekly check-in appointments, etc. The time in the car, the conversations, and showing reliability and attention to detail are key to building trust while someone is working to meet their milestones. We also have a "no drop out" policy in that if a participant decides not to participate and then changes their mind, they are always welcome back for support.

Our street outreach is well-rooted in the Capital region, and we continue to be the provider of choice to serve our most vulnerable unsheltered individuals. Street outreach is coordinated within each county to identify pockets of areas that may be underserved and need a higher level of immersion into the area to get the word out and build trust with both those who accept and may not be ready for assistance.

Strategic Partnerships Enhancing Our Harm Reduction Services

St. Catherine's is a member of the Healthy Alliance to better respond to coordinated efforts and support needed for our consumers. Healthy Alliance is a regional network of medical, social, and behavioral providers that promote sustainable, community-wide solutions to better health and living. This partnership helps us connect our consumers with more providers within our community in real-time.

Helping participants navigate the healthcare system continues to be a priority. St. Catherine's partners with St. Peter's Health Partners to provide additional assistance for eligible residents struggling with chronic health issues. St. Peter's Health Partners has established relationships with various healthcare management agencies, including Whitney M. Young Health Services, Samaritan Hospital, Equinox, Albany County Department of Social Service, Albany County Department of Mental Health, Catholic Charities Care Coordination Services, Unity House of Troy, and Belvedere Health Services.

We also partner regularly with the Whitney Young mobile clinic to provide outreach to unsheltered individuals in locations they frequent (parking lots, street corners), offering medical, behavioral health, and housing services.

St. Catherine's is prioritized to access behavioral health services with the Albany County Department of Mental Health. We also partner with their mobile crisis unit to serve individuals who are unsheltered and in crisis. In Albany, St. Catherine's receives multiple referrals from the Albany Police Department and local businesses. They reach out to us to implement the CTI model and quickly engage with individuals experiencing homelessness.

Our Homeless Services Division currently partners with Albany LEAD to provide housing case management to individuals and families who qualify for our programs. Examples of the programs that we have partnered with Albany LEAD include Pathways to Health and Housing, Michael's House, and many other services that we provide within Albany County.

Below are some examples of St. Catherine's experience in administering projects focused on serving individuals who experience mental illness, substance use, homelessness, poverty, and inequities in public health:

Project HOST (Healthy Outcomes and Supported Transitions) Project HOST was launched in January 2015 with funding provided by the New York State Department of Health, Medicaid Redesign Team (MRT). The program combined affordable housing and housing-based case management to help people who faced the most complex challenges live with autonomy and dignity. Using a Housing First approach, Project HOST Housing Specialists began the process of locating and engaging members to identify housing options and needs. The use of the Housing First model in conjunction with motivational interviewing proved to be effective because the primary focus was housing the member first and then engaging the individual to explore other service needs. The funding for this program ended in June of 2025.

Project Connect Project Connect, launched in October of 2016, was a program designed to reach out and connect with vulnerable homeless adults. Funded through a three-year U.S. Department of Health and Human Services SAMHSA grant, Project Connect had a supervisor, three full-time case managers, and one part-time case manager. Project Connect offered street outreach to homeless adults struggling with addiction and/or living with mental illness and helped individuals access affordable, long-term housing. Case managers worked with individuals to help them successfully transition from the streets into housing and into their community. Assisting individuals to access medical care and bring down healthcare costs by lowering the number of emergency room visits and hospitalizations was a key component of the program.

Permanent Supportive Housing Programs We serve families and individuals through our HUD-funded Permanent Supportive Housing vouchers in Albany and Columbia County. We have 24 scattered site units to serve families and individuals in Albany and seven units in Columbia County. All referrals are received through Coordinated Entry and prioritized based on

vulnerability. Housing vouchers provide individuals with disabilities with long-term, permanent housing and case management services.

Michael's House Michael's House is a 20-unit, fully furnished, supportive housing facility that provides a safe and stable environment for families and individuals who are homeless or at-risk of becoming homeless.

Opened in 2021, Michael's House serves individuals who have aged out of the foster care system, as well as young adults and young families struggling to achieve independence and housing stability. These groups are particularly vulnerable to violence, substance abuse, and behavioral challenges.

Pathways to Health and Housing Through street outreach, special events, and referrals, St. Catherine's improves the health and well-being of underserved communities through our Pathways to Health program. This includes those experiencing homelessness, or those at risk of becoming homeless, who face barriers to accessing health care and other Social Determinants of Health. Pathways to Health uses elements of CTI and MI to engage, serve, and link participants to resources in their communities to ensure both housing independence and overall well-being.

Case managers and staff:

- Enroll and connect people to healthcare services across Albany
- Assist individuals with transportation, "warm handoffs," and filling prescriptions
- Work with individuals to identify and address the Social Determinants of Health
- Meet individuals in their community through St. Catherine's mobile Care-a-Van
- Accept referrals from local police, hospitals, and behavioral health providers
- Provide linkages to community providers and on-site support groups

In March of 2023, St. Catherine's Pathways to Health Program was honored as an Empire Blue Cross Blue Shield Whole Health Hero for its outstanding work going out into the community and connecting individuals and families with resources and programs.

The above programs demonstrate St. Catherine's work and strategies in providing services to unsheltered homeless persons, highlighting our trauma-informed approach to outreach, wrap-around services, and engagement activities with individuals who have a history in our communities with unstable housing.

Provide any additional information that would distinguish your firm in its service to Albany County.

What distinguishes St. Catherine's from other providers is the breadth of our services. We offer children's residential and foster care programs, homeless services for families and single adults, a special education elementary school, and a wide array of community-based services that reach families in their homes. While other providers may offer one or more of these programs, St. Catherine's is unique in providing them all. That program diversity affords us unique insights into the special needs of vulnerable populations.

Additionally, St. Catherine's has:

1. **Established community presence:** With offices and programs throughout Albany County, we can quickly establish a local presence in each LEAD jurisdiction to improve client contact.
2. **Data management systems:** We currently use Foothold's AWARDS Electronic Health Record system, which allows for secure data collection and sharing with project management teams.
3. **24/7 operational capability:** Our experience operating shelter programs has given us the infrastructure to provide 24/7 accessibility for the LEAD program.
4. **Crisis response capabilities:** Our staff has experience responding to urgent needs and crises, making us well-equipped to handle referrals from law enforcement that may require immediate attention.
5. **Strong community partnerships:** We have established relationships with service providers, law enforcement, hospitals, and other stakeholders across Albany County.
6. **Experience with harm reduction principles:** Our existing programs operate using harm reduction principles and person-centered approaches that align with the LEAD model.
7. **Cultural competency:** Our staff reflects the diversity of the communities we serve and is trained in cultural competency to ensure effective engagement with participants.

SECTION III: References

Provide at least two (2) references from similar projects, including name, addresses and telephone numbers.

The Homeless and Travelers Aid Society (HATAS)

Liz Hitt, Executive Director

138 Central Avenue
Albany, NY 12206

Lhitt@hata.org
(518) 463-2124 x 229
<https://www.hatas.org/>

Rehabilitation Support Services

Jennifer Doret, LMHC-DP, Managing Director, Rehabilitation Support Services, Inc.
314 Central Ave
Albany, NY 12206

JDoret@rehab.org
(518) 462-1094
<https://rehab.org/>

SECTION IV: Plan Implementation

The contract period shall commence on the date of the fully executed contract and shall terminate on September 30, 2026. We anticipate the following implementation timeline:

Start-Up Phase (October 1-31, 2025)

During this phase, the following activities will take place:

1. Program Announcement and Preparation

- Award acknowledgment and program initiation
- Meet with the Trinity Alliance Project Management team and other LEAD stakeholders
- Establish communication protocols with law enforcement agencies

2. Recruitment, Hiring, and Onboarding of Staff

- Develop and post position descriptions for Case Management Supervisor and Case Managers
- Conduct interviews and select qualified candidates
- Complete pre-employment screenings and onboarding
- Our recruitment strategies promote diversity and talent, and we look to incorporate lived experiences in our staffing model

3. Training

- Provide mandatory agency training for all new employees
- Conduct specialized training on LEAD core principles and procedures:
 - Harm reduction principles and techniques
 - Motivational Interviewing
 - Critical Time Intervention Model
 - Trauma-informed care
 - LEAD-specific protocols and procedures

4. Program Infrastructure Setup

- Configure client records and program documentation in AWARDS Electronic Health Record
- Establish a 24/7 referral protocol and on-call rotation
- Secure office space in or near each LEAD jurisdiction
- Purchase necessary equipment and supplies
- Develop data collection and reporting procedures

5. Community Partnership Development

- Introduce the LEAD case management team to local service providers
- Establish or strengthen referral relationships with:
 - Housing providers
 - Mental health services
 - Substance use treatment providers
 - Healthcare facilities
 - Benefits assistance programs
 - Legal services

Implementation Phase (November 1, 2025-September 30, 2026)

1. Screening and Assessment

- Implement 24/7 availability to receive referrals from law enforcement
- Establish a consistent process for meeting with new referrals
- Utilize standardized LEAD assessment forms to identify immediate needs

2. Case Coordination

- Maintain caseloads at or below a 20:1 ratio

- Conduct regular outreach to participants in community settings
- Hold regular community-based office hours in each jurisdiction
- Provide transportation for participants as needed
- Assist participants with accessing services and benefits
- Advocate for participants within the criminal legal system

3. Ongoing Collaboration with Project Management

- Attend biweekly meetings with Project Management staff
- Participate in Operational Work Group meetings
- Share participant information and progress updates
- Contribute to policy and procedure development

4. Data Collection and Reporting & Key Performance Metrics Based on the LEAD model and fidelity framework, we propose tracking the following specific metrics to evaluate program effectiveness:

○ Participant Engagement Metrics

- i. Number of successful initial contacts after referral (aim for 90%+ contact rate)
- ii. Frequency of participant engagement (weekly, bi-weekly, monthly)
- iii. Average time between referral and first meaningful engagement
- iv. Number of participants who remain engaged after 30, 90, and 180 days
- v. Percentage of participants who complete intake and ROI documentation
- vi. Field-based vs. office-based engagement ratios

○ Service Delivery Metrics

- i. Types and frequency of services provided (categorized by domains: housing, healthcare, benefits, legal, etc.)
- ii. Number of warm handoffs to community providers
- iii. Response time for law enforcement referrals (goal: under 30 minutes for phone response, under 24 hours for in-person response when needed)
- iv. Average caseload per case manager (maintaining 20:1 or lower ratio)
- v. Number of on-call responses by time of day and day of week

○ Outcome Measures

- i. Reduction in criminal legal system contacts (pre/post LEAD enrollment)
- ii. Housing stability improvements (tracked at 3, 6, and 12 months)
- iii. Healthcare connection status (% with primary care provider, % with health insurance)
- iv. Benefits acquisition (% successfully connected to eligible benefits)
- v. Participant self-reported quality of life improvements (using standardized assessment tools)

- vi. Reduction in emergency service utilization (ED visits, hospitalizations, 911 calls)
- **Racial Equity Metrics**
 - i. Demographic breakdown of participants compared to local arrest and jail population
 - ii. Analysis of service provision equity across different demographic groups
 - iii. Identification of any disparities in outcomes based on race, ethnicity, gender, or other factors
- **Data Collection Methods** We will utilize Foothold's AWARDS Electronic Health Record system to:
 - i. Document all participant interactions in real-time via mobile devices
 - ii. Track service plan progress with customized goal tracking
 - iii. Generate automated reports on key performance indicators
 - iv. Create dashboards for supervisors to monitor program performance
- **Reporting Structure** We will implement a tiered reporting structure:
 - i. **Weekly operational reports** for the case management team and supervisors
 - ii. **Bi-weekly summary reports** for Project Management staff
 - iii. **Monthly comprehensive reports**, including service delivery statistics and outcome trends
 - iv. **Quarterly evaluation reports** analyzing program effectiveness and identifying areas for improvement
- **Quality Improvement Process** Our Continuous Quality Improvement team will:
 - i. Conduct quarterly program audits to ensure fidelity to the LEAD model
 - ii. Facilitate regular data review sessions with case management staff
 - iii. Gather participant feedback through structured surveys and informal discussions
 - iv. Develop action plans based on data findings to improve program effectiveness continuously

This comprehensive data collection and evaluation approach will allow us to demonstrate program impact, identify areas for improvement, and ensure we're maintaining fidelity to the LEAD model while addressing the specific needs of Albany County.

5. Program Review and Adaptation (Quarterly)

- Review program metrics and outcomes in December 2025, March 2026, June 2026, and September 2026
- Identify strengths and areas for improvement

- Adjust strategies and approaches as needed to enhance service delivery
- Update policies and procedures based on operational experience

Operating Budget

Section A - Budget Overview

a. Object Class Categories	Year 1 10/01/2025-09/30/2026			
	Bid- RFP#2025-122 (*)	Pending Notification Funding- Trially Alliance	Funding- Pending Notifications/ Applications	Total Cost to operate Program
a. Personnel	\$167,000	\$124,617	\$0	\$291,617
b. Fringe Benefits	\$33,400	\$24,924	\$0	\$58,324
Enter Fringe %	20%	20%	20%	
OTPS:				
c. Travel- (Based on historical data for Case Managers & Supervisors)	\$0	\$7,500	\$4,000	\$11,500
d. Equipment (Laptop \$1,500 Printer/Scanner \$250 Office Desk \$300 Office Chair \$100 Phone/ Mobile Hotspot (2 Case Managers) \$1,200	\$0	\$850	\$3,350	\$4,200
e. Supplies	\$0	\$1,000	\$0	\$1,000
f. Construction-	\$0	\$0	\$0	\$0
g. Construction	\$0	\$0	\$0	\$0
h. Other	\$0	\$4,200	\$0	\$4,200
Rent- Portion of rent/ utilities at Walker Street location- Connections to Care	\$0	\$2,000	\$30,000	\$32,000
Cap amount funds to meet concrete needs- Estimating supporting 25 consumer per case worker @ avg \$25 a month per consumer per case manager FTE	\$0	\$0	\$1,025	\$1,025
CTI Train the Trainer & CTT Training	\$0	\$0	\$0	\$0
Office Supplies	\$0			
i. Total Direct Charges (sum of d-h)	\$200,400	\$165,091	\$38,375	\$403,866
j. Indirect Charges (total cost is 15% & Cost Share with Funding Secured)	\$24,600	\$24,764	\$11,216	\$60,580
k. TOTALS (sum of i and j)	\$225,000	\$189,855	\$49,591	\$464,446

Section B - Itemized Staff Plan-

This section must be completed as part of budget submission. Estimated Expense is auto calculated.

Position/Title	Full Annual	Year 1 10/01/2025-09/30/2026	
		FTE %	Estimated
Case Manager	\$50,000.00	100%	\$50,000.00
Case Manager	\$50,000.00	100%	\$50,000.00
Supervisor of LEAD Case Manager(s)	\$67,000.00	100%	\$67,000.00
Total		1	\$167,000.00

* As stated in the Proposal Form and Narrative, the \$225K bid with the level of milestones/ objectives is contingent upon securing the pending funding or we would need to reduce the number served.

Budget Narrative for RFP#2025-122: CASE MANAGEMENT SERVICES FOR LEAD Program

This budget narrative explains the allocation of the \$225,000 in requested funding through RFP#2025-122 for the LEAD Case Management Services program for the period of October 1, 2025 through September 30, 2026.

A. Personnel (\$167,000)

The requested funding will support three essential staff positions dedicated to providing comprehensive case management services to LEAD program participants:

- Two (2) full-time Case Managers at \$50,000 each annually (100% FTE)
- One (1) full-time Supervisor of LEAD Case Managers at \$67,000 annually (100% FTE)

These positions are critical to deliver intensive case management utilizing evidence-based practices for individuals diverted through the LEAD program. The Case Managers will provide direct client services, while the Supervisor will ensure quality service delivery, provide clinical oversight, and coordinate with partner agencies.

B. Fringe Benefits (\$33,400)

Fringe benefits are calculated at 20% of total personnel costs and include required employer contributions for:

- FICA/Medicare
- Workers' compensation
- Unemployment insurance
- Health insurance
- Retirement benefits
- C. Indirect Charges (\$24,600)

Indirect charges are calculated at a rate of 15% of the total direct costs (\$200,400). These funds support essential administrative and operational functions that enable effective program implementation, including:

- Administrative oversight
- Financial management and accounting
- Human resources
- Information technology support
- Quality assurance
- Facilities management
- Organizational insurance
- General office operations
- Budget Summary

The total requested funding of \$225,000 is allocated as follows:

- Direct Costs: \$200,400 (89% of total budget)
- Personnel: \$167,000 (74.2% of total budget)
- Fringe Benefits: \$33,400 (14.8% of total budget)
- Indirect Costs: \$24,600 (11% of total budget)

This funding will enable our organization to provide crucial case management services to LEAD program participants, supporting them in accessing necessary resources, reducing recidivism, and improving health and social outcomes. The budget emphasizes direct service provision, with the majority of funds allocated to personnel costs to ensure adequate staffing for effective case management service delivery.

ALBANY COUNTY - INITIATIVE GRANT AGREEMENT

Contract No. 2025-1715

THIS AGREEMENT (this "Agreement") is made by and between ALBANY COUNTY, 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 (hereinafter the "County"), and ST. CATHERINE'S CENTER FOR CHILDREN, having an address at 40 North Main Avenue Albany, NY 12203 (hereinafter the "Grantee"). The County and Grantee may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the Albany County Legislature desires to facilitate a Case Management Services in support of the Comprehensive Opioid, Stimulant, and Substance Abuse Program for LEAD in the City of Albany and other locations within Albany County while providing certain additional administrative, financial and other services in support of project management, and established a grant application process to fulfill this initiative; and

WHEREAS, the Grantee submitted a grant application (the "Application"), and the County Legislature desires to accept the Application as an appropriate expenditure of grant funding for it; and

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

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

ARTICLE 1. SCOPE OF WORK

Grantee agrees to perform the services and/or provide goods (the "Services/Goods") 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. Grantee agrees to perform the Services/Goods in accordance with the terms and conditions of this Agreement and any grant or other funding requirements. It is specifically agreed to by Grantee that the County will not compensate Grantee for any Services/Goods not within the scope of this Agreement as specifically identified in Schedule A, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Grantee agrees to perform the Services and/or provide the Goods beginning February 1, 2026 and ending December 31, 2026.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Services and/or receipt of conforming Goods, or as such Services/Goods may be modified by mutual written agreement, the County agrees to compensate Grantee, and Grantee agrees to accept, an amount not to exceed that stated in Schedule A, which is attached to, and made a part of this Agreement. The parties agree that this dollar amount includes all expenses incurred providing the Services/Goods 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. Grantee shall submit to the County an Albany County Claim form, for Services/Goods provided during the prior month, or as otherwise set forth in Exhibit 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 Grantee within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Grantee in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Grantee. 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. EXECUTORY CLAUSE

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 Grantee 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 Grantee or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Grantee represents and warrants that no person or selling agent has been employed or retained by Grantee 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. Grantee 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. Grantee 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 Grantee 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

Grantee 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 Services herein provided. Grantee 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 Grantee 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

Grantee and each person signing on behalf of Grantee 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 Grantee 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 Grantee have not been knowingly disclosed by Grantee 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 Grantee to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Grantee (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 or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Services/Goods and incurring expenses under this Agreement, Grantee 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, Grantee shall be solely responsible for determining the means and methods of performing the Services and/or supplying the Goods 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, Grantee covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Grantee, 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 Grantee will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Grantee shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services 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 Services or Goods 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 Grantee and the Grantee 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 Grantee 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 Grantee, 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 past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Grantee 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

Grantee 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.

Grantee 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.

Grantee 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 Grantee 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 Grantee may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment to be made hereunder, and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Grantee 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 Grantee shall make its records available to the County upon request.

All books Claimant's Certification 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. Grantee 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.

ARTICLE 12. INSURANCE AND COMPLIANCE

In acceptance of this Agreement, Grantee covenants and certifies that it will comply, in all respects, with all applicable federal, state and local laws, rules and regulations and any grant or other funding requirements associated with this Agreement.

Compliance 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 Finance Law § 139-L, Grantee, 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 Grantee shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Services set forth herein and as hereinafter amended, Grantee 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 Services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional 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 Grantee and not those of the County. Notwithstanding anything to the contrary in this Agreement, Grantee 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 13. The provisions of insurance by Grantee 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, Grantee hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the contractor's insurance policy(ies), with the exception of workers' compensation. If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Grantee must describe its financial condition and the self-insured funding mechanism(s).

II. The policy 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. Grantee agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance MINIMUMS:

- **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) \$1,000,00 per claim

V. Grantee acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this

Agreement. Grantee 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.

Grantee shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

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 Grantee.

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:

- A. Policy retroactive dates coincide with or precede Vendor's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Grantee will maintain similar insurance for at least six (6) years following final acceptance of the Services;
- C. If the insurance is terminated for any reason, Grantee agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the County; and
- D. 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 Services performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Grantee 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 Services/Goods 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 Grantee, 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 Grantee 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 clause 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

Grantee 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 Grantee, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Grantee 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.

Grantee 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 Grantee 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 Grantee to comply with any of the terms or conditions of this Agreement, or (3) upon Grantee becoming insolvent.

Upon termination of this Agreement, Grantee 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 Grantee pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Grantee 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, Services/Goods similar to those so terminated, and Grantee 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 Services procured by the County to complete the Goods or Services herein will be charged to Grantee and/or set off against any sums due Grantee.

Notwithstanding any other provisions of this Agreement, Grantee 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 Grantee, Grantee 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 Goods/Services, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Grantee for the purposes of set-off until such time as the exact amount of damages due to the County from Grantee 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 Grantee 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 Grantee 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 Grantee (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, may 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. Grantee shall render all Services 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 Services are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Grantee 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 contract or bid price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Grantee 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 Grantee has or may have with the COUNTY without the express written permission of Albany 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 Grantee shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS.

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 Grantee certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, 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, Grantee shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Grantee 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. Grantee certifies that it is 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 Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Grantee 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. Grantee will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted;
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

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

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

ARTICLE 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, Grantee and its subcontractors must 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, Grantee 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 work done upon the project.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

Grantee 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

A. 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.

B. 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 Grantee 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, Grantee, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Grantee 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 contract.
2. Non-discrimination: Grantee, with regard to the work performed by it during the contract, 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. Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract 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 Grantee 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 Grantee 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: Grantee 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 Grantee is in the exclusive possession of another who fails or refuses to furnish the information, Grantee 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 contract sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Grantee under the Agreement until Grantee complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Grantee 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. Grantee 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 Grantee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Grantee may request the County to

enter into any litigation to protect the interests of the County. In addition, Grantee may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Exhibit A, which supersede 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 Services or specifications of Goods 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 Services or the delivery of any Goods, and after amendment approval by the appropriate County authority, the parties mutually agree to an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional Services and the amount of compensation and the extension of the time for performance, if any, for any such Services.

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 Grantee.

ARTICLE 33. COOPERATION

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

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

A Grantee 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 Grantee 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 WORK OR SERVICE

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

ARTICLE 36. 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 37. MISCELLANEOUS PROVISIONS

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

Schedule A

Schedule A includes the following:

1. Vendor Proposal

PROPOSAL FOR RFP #2025-122: CASE MANAGEMENT SERVICES FOR LEAD

SECTION I: Title Page

Subject: RFP-2025-122 Case Management Services for LEAD

Proposer:

St. Catherine's Center for Children
Brian Perrotto, Interim Executive Director
40 North Main Avenue
Albany, New York 12203

bperrotto@st-cath.org (518) 453-6700

Bid #1 of 2

Table of Contents

SECTION I: Title Page & Table of Contents	1-2
SECTION II: Qualification/Experience	3-17
SECTION III: References	17-18
SECTION IV: Plan Implementation	18-22
SECTION V: Cost Proposal Section	23-27
• Cost Proposal Form CP1-3	
• Budget Summary	
• Cost Justification	
SECTION VI: Mandatory Documentation & Attachments	
○ Attachment A: The Non-Collusive Bidding Certificate	28
○ Attachment B: Acknowledgment by Proposer	29
○ Attachment C: Vendor Responsibility Questionnaire	30-33
○ Attachment D: Iranian Energy Divestment Certification	34
○ Attachment E: Key Staff Resumes	35-37
○ Other	
■ Letters of Support	38-41
■ CTI Logic Model	42

SECTION II: Qualification/Experience

Provide the name, a brief history, and a description of your firm.

St. Catherine's Center for Children (SCCC) offers a comprehensive range of human services to society's most vulnerable, with supportive child and family care, community-based programs, and homeless services. Our services are designed to address our children, families, and adults' needs for human connection, security, safety, dignity, and respect, and to feel part of something greater than our circumstances. This is part of a philosophy that St. Catherine's has embraced, 'unconditional community,' wherein no one is left out because of where they live, their conditions, or their current and ongoing situations.

While specific issues vary among individuals and families, a common thread can be found in their narratives, including a history of trauma and limited skills in navigating challenges that threaten family life and stability. Many of our participants struggle to manage complex mental health issues, including multiple documented Diagnostic and Statistical Manual (DSM) diagnoses. Others struggle with socioeconomic disadvantages that include multi-generation poverty and histories of complex and high-risk behaviors, which can be disruptive, self-destructive, and unmanageable. SCCC works not only to alleviate our clients' problems but also to help address the behavioral or mental health issues that negatively impact their lives and create lasting trauma.

Since 1886, St. Catherine's has been serving the Albany community and understands the complex needs of individuals and families in Albany County. Many struggle with the challenges encountered by at-risk families in larger urban communities, including health and racial disparities. Examples include insufficient numbers of local health facilities, mental health services, and other human service providers. Also, various social determinants of health disproportionately impact these communities.

St. Catherine's Homeless Services meets the needs of families and single adults struggling with homelessness or who are at risk of becoming homeless and related issues of poverty, mental health, health care, and substance abuse. Services stabilize people experiencing homelessness and those at risk of becoming homeless by offering assistance in housing, family functioning, employment, engagement in the community, and other critical issues.

Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work. *(Please also reference Attachment E: Key Staff Resumes)*

Staff members and positions that St. Catherine's is proposing to be part of the Case Management Services for LEAD include the following:

Matthew Vertefeuille, Associate Executive Director of Homeless Services, will oversee the overall development and implementation of LEAD Case Management services. As the Associate Executive of Homeless Services at St. Catherine's, Matt represents the agency in all community initiatives related to homeless populations, including the Coordinated Entry, NOFO, and Outreach Committees of the Albany County Coalition on Homelessness. Matt has several years of experience planning, developing, implementing, and supervising the staff of homeless service and programs, providing services to youth, adults, veterans, survivors of domestic violence, and families experiencing homelessness.

Throughout Matt's professional career, he has specialized in the development, implementation, and evaluation of Street Outreach-based programs and initiatives. As an outreach van driver in Albany, Matt helped to establish the original Albany Code Blue initiative, which offered extended outreach hours, immediate shelter access, and transportation to shelter during the coldest months of the year. Matt then went on to develop the only homeless street outreach program in Rensselaer County, an evidence-based practice program which utilized Critical Time Intervention (CTI) to assist those living on the street to access housing and support services rapidly.

Matt also has an extensive history of collaborative work on several committees that address homelessness. Matt assisted in the creation of the original Coordinated Entry system in Rensselaer County, whereby those who are homeless and disabled access permanent supportive housing, and he currently sits on the Coordinated Entry subcommittee of the Albany County Coalition on Homelessness. Matt is also an attending member of the Albany County Patient Services Coordinating Committee (PSCC) and Housing SPOA work groups, and has previously been a sitting member on the Albany County Department of Children, Youth, and Families Prevention Committee. Matt has also been an active member of the Albany, Cohoes, and Watervliet LEAD Operational Work Groups, both as an Albany County employee and in his role at St. Catherine's Center for Children. Matt's experience working with LEAD demonstrates an understanding of and commitment to the core principles and values of the LEAD program,

including adherence to a Motivational Interviewing model and Harm Reduction framework for service delivery, both of which are evidence-based practices in which Matt has extensive experience and training.

Matt obtained his Master's in Social Welfare from The State University of New York, Albany in 2019, where the primary focus of his studies included evidence-based practices which address homelessness across public policy, program development, and evaluation, and client engagement.

Matt will play an integral role in being the bridge between the LEAD stakeholders and St. Catherine's internal services, both programmatic and administrative. Matt's main office is at Marillac Family Shelter at 195 Washington Avenue Extension in Albany.

Case Management Supervisor (To Be Hired) The Case Management Supervisor will have extensive experience in Street Outreach as well as in behavioral health, and demonstrated competency in harm reduction principles and practices, and in the skill of Motivational Interviewing. This position will require knowledge and understanding of drug use disorder, mental illness, and trauma, acting as a subject matter expert on these areas and educating the case management team.

The supervisor will oversee the day-to-day operations of the case management team, ensure quality service delivery, and maintain relationships with law enforcement and other LEAD stakeholders. The supervisor will also directly oversee case management service provision for up to ten (10) LEAD clients, as well as serve as on-call on a rotation basis.

The Case Management Supervisor's office will be at a secure area located at Michael's House at 543 North Pearl St., Albany, NY 12204

Case Managers (2 Full-Time Positions To Be Hired) St. Catherine's will hire two full-time case managers with caseloads of 20 clients each, where they serve as the "primary" case manager. These staff will be responsible for assessment and establishment of service plans, serve as the primary liaison between client and other service providers, assist with benefit or resource linkage, and adhere to the LEAD program's core principles of harm reduction, non-displacement, community transparency, accountability, peer outreach and counseling, specially tailored interventions, and cultural competency. Case managers will serve clients who are identified as requiring longer-term case management, in coordination with the Outreach and Engagement team, and as determined by the LEAD supervisor. Additionally, they will serve as on-call on a rotation basis to ensure continuous support for participants.

The Case Managers will be located at our location on Walter Street and in the community. The program will operate from a shared workstation at 31 Walter St., Albany, NY 12204, with the expectation that services remain mobile—engaging participants in community settings, homes, and in the field using mobile hotspots via our Care-A-Van and other community locations.

LEAD Program: Staffing Structure and Strategy

A Field-Based Approach The LEAD program will operate with a primary focus on community-based outreach. All staff will be equipped with mobile hotspots for data entry, enabling them to meet clients where they are—at home, in community settings, or on the street. While office space will be available, the program’s core function is to provide services in the field.

Extended Service Hours Staff will work split shifts (9 a.m. to 5 p.m. and 11 a.m. to 7 p.m.) to extend service availability beyond traditional business hours and ensure a timely response to referrals in the early evening.

Dedicated Case Management Each client will be assigned a primary case manager who is responsible for their service plan. However, to ensure **continuity of care**, all LEAD workers will be familiar with the entire client caseload. This structure guarantees that clients can receive support even if their assigned case manager is unavailable.

Mobile Resources The program will use the existing Care-A-Van as a recognizable vehicle for outreach. The van will carry essential supplies, including **medical supplies, clothing, hygiene products**, and other **emergency items**.

24/7 On-Call Rotation St. Catherine’s will provide 24/7 accessibility for referrals and support through an on-call rotation system. This rotation will include Case Management, Outreach and Engagement, and supervisory staff. This model efficiently distributes on-call responsibilities among existing team members, eliminating the need for dedicated part-time staff. All participating staff will be comprehensively trained to respond to after-hours calls from law enforcement and other requests.

Leveraging Operational Experience St. Catherine's has extensive experience with 24/7 operations, including established on-call models within our homeless services division. We will leverage this existing infrastructure to support the LEAD program, ensuring seamless communication with law enforcement and a rapid response to client needs at any hour. This experience allows for a smooth implementation of the on-call system without the typical challenges associated with new program startups.

Existing LEAD Outreach and Engagement Team

St. Catherine's will leverage the existing LEAD Outreach and Engagement staff (currently funded through other sources and anticipated other funding for 2025-26) to complement the primary case management team, creating a comprehensive and integrated service delivery model. This includes:

Outreach and Engagement Case Managers (1 FTE with a second position planned for Fall 2025). The Outreach and Engagement Case Managers will each carry a caseload of primarily low-service need/low acuity cases, specializing in outreach and engagement. Utilizing Critical Time Intervention methodology, these staff will complete initial assessments as well as facilitate bridging to community-based supports. A key responsibility will be identifying higher acuity cases for referral to more intensive LEAD case management services. The Outreach and Engagement Case Managers will maintain regular contact with individuals who need less intensive support while ensuring they receive appropriate services. They will also participate in the on-call rotation to provide 24/7 accessibility for referrals.

The Outreach and Engagement Case Managers will be located at our location on Walter Street and in the community. The program will operate from a shared workstation at 31 Walter St., Albany, NY 12204, with the expectation that services remain mobile—engaging participants in community settings, homes, and in the field using mobile hotspots via our Care-A-Van and other community locations.

Part-Time Outreach and Engagement Supervisor. The Part-Time Supervisor is providing crucial oversight to the Outreach and Engagement team while coordinating closely with the Case Management Supervisor. This position will assist in managing referrals, reporting on cases during Operational Work Group meetings, and providing direct supervision to the Outreach and Engagement team members. The supervisor will ensure adherence to LEAD principles and methodologies while facilitating smooth transitions between different levels of service intensity based on client needs. They will also participate in the on-call rotation, ensuring supervisory support is available when needed for after-hours situations requiring professional judgment.

The integration of the Outreach and Engagement team with the Case Management team creates a comprehensive service continuum that can effectively address the diverse needs of LEAD participants while maximizing resource efficiency.

The Part-Time Outreach and Engagement Supervisor's office is located in a secure area at Michael's House at 543 North Pearl St., Albany, NY 12204

Continuous Quality Improvement (CQI) Team. As part of the program, St. Catherine's will have internal CQI staff to provide Quality Assurance and fidelity monitoring. The CQI Team provides the quality improvement element to the program, attending to internal review processes and program adherence to the laws, rules, and regulations of the accrediting body. The CQI team reviews program objectives and measures outcomes based on the reviews. The focus is on valued outcomes for the program participants. The CQI Team will train staff to ensure the model's full implementation

Recruitment, Hiring, and Training Approach

St. Catherine's recruits through job boards, social media, networks, and hiring events, prioritizing diverse candidates and those with lived experience, with input from community partners to ensure staff reflect the populations served. We have extensive experience employing peer counselors, both within our homeless division and across other agency programs, and intentionally strive to mirror the populations we serve. Many of our outreach and homeless services staff have direct lived experience with homelessness, mental health challenges, abuse, neglect, and substance use, which enhances authenticity and effectiveness in client engagement. We also partner with community organizations that employ peers, such as Capital Area Peer Services (CAPS), a peer-run agency that provides specialists to support recovery, housing stability, and adjustment. These partnerships strengthen ties to community services and support implementation of evidence-based models like Critical Time Intervention.

Our hiring process emphasizes transparency, with recruiters reviewing role expectations clearly from application through onboarding. All new staff complete mandatory training in trauma-informed care, harm reduction, motivational interviewing, Critical Time Intervention, cultural competency, and LEAD protocols. Ongoing supervision and professional development reinforce fidelity to evidence-based practices and ensure continuous skill development.

Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

Brian Perrotto, Interim Executive Director
St. Catherine's Center for Children
40 North Main Avenue
Albany, New York 12203
bperrotto@st-cath.org
(518) 453-6700

Detail your firm's experience with harm reduction-based case management service provision.

St. Catherine's has extensive experience managing government-funded programs and providing harm reduction-based case management services. We have overseen programs funded by all levels of government -- county, state, and federal. We currently operate programs funded and overseen by five State offices: the New York State Office of Mental Health (OMH), Office of Children and Family Services (OCFS), Department of Health (DOH), State Education Department (SED), and the Office of Temporary and Disability Assistance (OTDA).

St. Catherine's has successfully administered two programs funded by the U.S. DHHS – Substance Abuse and Mental Health Services Administration (SAMHSA). From 2009-2013, St. Catherine's ran Project ARCH, a \$1.75 million grant that provided case management, substance use, and trauma services to homeless heads of households with dependent children. From 2016-2019, St. Catherine's ran Project Connect, a \$1.6 million grant that provided outreach and case management services to adult men and women with mental health and/or substance use disorders experiencing chronic homelessness in Albany County.

Our Harm Reduction Approach and Housing First Philosophy

In our daily operations as a Housing First provider with extensive community outreach services, St. Catherine's implements practical harm reduction approaches with all clients. We recognize that for many individuals we serve, complete abstinence from substances or full participation in traditional behavioral health services may not be immediately achievable or desired. This may be due to various factors, including personal readiness, trauma history, or structural barriers. Our homeless services philosophy centers on meeting each person exactly where they are in their journey, without judgment, while supporting them in identifying and making incremental choices that can reduce harm and improve their quality of life.

St. Catherine's programs support participants to obtain and sustain permanent housing by connecting each consumer with the wrap-around services identified at the initial Social Determinants of Health (SDoH) screening. We promote the importance of prioritizing housing to take care of your physical and mental health. Our homeless programs provide linkages to community providers and on-site support groups providing information to aid people in addressing chronic health issues, addiction, behavioral health, and children's healthcare. Participant involvement and choice are a priority in all of St. Catherine's programs.

Assessment and care planning begins upon first introduction to the individual in need of assistance and may take place unplanned or 'after hours'. Our staff plans on initiating assessment by first asking clients what they need and working with individuals on their social

determinants of health. Case managers will assist in meeting any immediate needs related to SDoH (i.e., food insecurity, connection to healthcare, clothing, temporary shelter). This immediate connection will be the foundation for person-centered care planning moving forward.

The Critical Time model will guide the person-centered care plan for the life of the client relationship. Once a participant is referred and if a planned meeting is possible, the case manager will meet with the participant to discuss the program and learn about the support they need to get housed. The initial meeting will focus on getting to know each other. This information is obtained using Motivational Interviewing as a technique to be person-centered, to develop the relationship, and to be non-coercive. The primary goal is to identify and meet the participant's immediate needs and develop a plan on how we can partner to meet that need. Initial goals are often access to shelter (formal or informal), food, applying for benefits and/or connection to healthcare.

Service planning will be a client-driven process whereby we will create specific areas of focus to assist participants towards their recovery. Participants are the experts in their care. Staff will continue to support the client's choices and provide the support they believe they need. Our experience using the CTI model in our Outreach & Engagement programs guides us in successful person-centered care. We know that when participants feel empowered and in control, their level of motivation increases. The CTI treatment plan creates areas of focus that the client has identified, and based on their level of readiness and with our support, the client works towards meeting their goals.

Working within a "housing first" model, the St. Catherine's team of homeless and housing services providers coordinates the support services needed to keep participants stably housed and out of the emergency room or hospital. Success is measured through housing placement, retention milestones, and pre-and post-social determinants of health screenings. This approach recognizes that housing is a basic human need and foundation for stability, rather than a reward for treatment compliance.

St. Catherine's homeless services work leverages internal housing programs such as Michaels House and Scattered Site Permanent Supportive Housing, and uses vouchers that can be used to house individuals experiencing homelessness or unstable housing with behavioral/mental health needs, and also have chronic illnesses. Externally, St. Catherine's leverages the coordinated entry process and the many relationships with community partners to achieve permanent housing for participants.

The case manager partners with clients to explore housing opportunities driven by the individual. The case manager assists the individual to obtain documentation, complete

subsidized housing applications, and, if eligible, submit to Coordinated Entry. St. Catherine's serves the most vulnerable and is designed to quickly access housing specifically for high users of emergency services and inpatient stays. We have an extensive landlord database that case managers have access to connect with landlords who have been working with us for several years to provide permanent housing to our participants. We have long-standing relationships with our landlords, which have resulted in successful housing placement and retention.

Based on the CTI model, treatment plans are developed at the beginning of each phase to create goals and the area of focus driven by the individual to locate and sustain permanent housing. The CTI treatment plan identifies strategies for identifying formal and informal supports. This model also includes safety planning, budgeting, crisis planning, and meaningful activity worksheets to support individuals as they move towards recovery and healing.

Housing First, distinct from "rapid re-housing," is an innovation in human service programs for treating homelessness, serving as an alternative to the traditional Continuum of Care model. Rather than moving homeless individuals through different "levels" of housing that gradually move them closer to independence, Housing First immediately places individuals from the streets or shelters into their own apartments.

St. Catherine's Case Managers use harm reduction methods when working with consumers to design wrap-around support services and safety planning. We assist people in removing barriers and work with each person on their own terms regarding their care and treatment programs. We ensure they have access to wrap-around services and crisis contacts, meeting each person where they are and providing services when they're ready to engage. Consumers are heavily involved in choosing where they live, as certain areas may trigger behaviors that could lead to relapse. We prioritize available resources from the consumer's perspective, showing participants multiple options that provide the best environment for securing and sustaining housing.

When someone is homeless, they have lost the comfort and protection of their family and community. Sometimes, they are marginalized and isolated, lacking understanding, feeling unworthy, or afraid to seek out the help they need. As we meet people where they are when they are ready, we build trust with each person so they can re-engage within a community and establish positive relationships.

Evidence-Based Practices in Our Harm Reduction Work

The two main interventions that we use are Critical Time Intervention (CTI) and Motivational Interviewing (MI). Currently, CTI and MI are embedded in all of St. Catherine's homeless programs, housing and supportive services, and street outreach activities.

Critical Time Intervention (CTI) is a case management evidence-based practice designed to provide time-limited services to homeless individuals transitioning to community living (Herman et al., 2007). St Catherine's Center for Children has used Critical Time Intervention as the foundation of our homeless services since 2016. Our homeless service staff has received extensive training conducted by the Center for Urban Community Services in CTI, which focused on the implementation of each phase and the fidelity of the model. This model is practiced throughout all of the homeless service programs.

The evidence-based practice of CTI has been fully implemented at St. Catherine's. The primary goal of CTI is to provide intensive, flexible, emotional, and practical support to individuals during the critical transition period to housing while at the same time seeking to strengthen the individual's ties to services and support for long-term recovery and well-being. Herman et al. (2007). Best practices in the CTI model are for case managers to have small caseloads and effectively work with approximately 15-25 participants, with participants spread out across each of the three phases of the model.

Critical Time Intervention is a model based on 3-4 phases that are time-limited up to 12 months. The final, fifth phase, which we have added, supports individuals as they transition to permanent housing for an additional 3 months. Intensive support is critical for the homeless population as they adjust to the challenges of being housed.

Our CTI implementation includes:

- Phase I: Outreach and Engagement; Timeframe: Continuous & 0-3 months
- Phase II: Treatment, Supports, and Secure/Stabilize Permanent Housing; Timeframe: 3-6 months
- Phase III: Transfer of Care Time Frame: 6-9 months
- Phase IV: Achievement Recognition; Timeframe: 9-12 months
- Phase V: Post; Timeframe: 3 months

In St. Catherine's experience using the Critical Time Intervention model, we originally based it on nine months and three to four phases. With the expansion of the time to up to 15 months, we have added two other phases. The final two phases that we have implemented in the model provide additional support to individuals as they transition to permanent housing. This can be the most challenging transition for individuals who have been chronically experiencing homelessness, as they struggle with their mental health and addiction. We have always

provided aftercare throughout our homeless services to provide the additional support to maintain housing and stay connected or reconnect to services that they identify as helpful to them.

Motivational Interviewing (MI) is an evidence-based practice counseling style that focuses on helping participants achieve behavior change by exploring and resolving their ambivalence to change (Rollnick & Miller, 1995). St. Catherine's has been using Motivational Interviewing as an engagement and supervisory tool since 2012. MI is intended to be client-centered, non-judgmental, and non-confrontational; the techniques help people recognize their behavior, evaluate the impact of their behavior in relation to other issues in their life, and look at strength-based ways of changing the behavior. MI has demonstrated effectiveness with difficult-to-serve populations, including those with severe substance abuse problems and co-occurring disorders (Wain, et al., 2011).

Our assessment and screening process includes:

- Removing barriers to accessing services while encouraging consumers to engage in healthcare.
- Promoting the importance of physical and mental health care as a first priority in securing housing.

Street Outreach and Trust-Building in Harm Reduction

A unique aspect of our street outreach program is that we develop relationships with our constituents and build a bridge of trust, compassion, and respect for each individual. Our work does not just happen when a situation becomes acute in the Emergency Room or a Police Station. We are on the streets, in the parking lots, and wherever there is a need for the most vulnerable. Our dedicated staff meets each person where they are, both physically and mentally.

As an Outreach & Engagement provider for several years, St. Catherine's has strong long-term relationships with key community providers, housing municipalities, and landlords that continue to support us in successfully housing our most vulnerable population.

In County offices, we can set up a table as consumers come in to get assistance each week. Our staff engage and build a relationship with individuals. We keep a schedule to ensure consistency, so that when they are ready, we are here to help.

Combining street outreach, special events, and referrals from community service providers, we are able to raise awareness within the community about our street outreach services and build

a sense of trust, community, and commitment. As we offer case management and wrap-around services, we not only link participants to primary and behavioral healthcare to address the Social Determinants of Health (SDoH), but we also work with individuals to help them understand the role SDoH plays in their overall well-being. In doing this, we are person-centered and non-judgmental in all of our outreach efforts.

When our team works with participants in assisting with their SDoH, those actions build a bond and trust with the individual. Examples include driving someone to pick up their script at the pharmacy, showing up on time and consistently to bring them to their weekly check-in appointments, etc. The time in the car, the conversations, and showing reliability and attention to detail are key to building trust while someone is working to meet their milestones. We also have a "no drop out" policy in that if a participant decides not to participate and then changes their mind, they are always welcome back for support.

Our street outreach is well-rooted in the Capital region, and we continue to be the provider of choice to serve our most vulnerable unsheltered individuals. Street outreach is coordinated within each county to identify pockets of areas that may be underserved and need a higher level of immersion into the area to get the word out and build trust with both those who accept and may not be ready for assistance.

Strategic Partnerships Enhancing Our Harm Reduction Services

St. Catherine's is a member of the Healthy Alliance to better respond to coordinated efforts and support needed for our consumers. Healthy Alliance is a regional network of medical, social, and behavioral providers that promote sustainable, community-wide solutions to better health and living. This partnership helps us connect our consumers with more providers within our community in real-time.

Helping participants navigate the healthcare system continues to be a priority. St. Catherine's partners with St. Peter's Health Partners to provide additional assistance for eligible residents struggling with chronic health issues. St. Peter's Health Partners has established relationships with various healthcare management agencies, including Whitney M. Young Health Services, Samaritan Hospital, Equinox, Albany County Department of Social Service, Albany County Department of Mental Health, Catholic Charities Care Coordination Services, Unity House of Troy, and Belvedere Health Services.

We also partner regularly with the Whitney Young mobile clinic to provide outreach to unsheltered individuals in locations they frequent (parking lots, street corners), offering medical, behavioral health, and housing services.

St. Catherine's is prioritized to access behavioral health services with the Albany County Department of Mental Health. We also partner with their mobile crisis unit to serve individuals who are unsheltered and in crisis. In Albany, St. Catherine's receives multiple referrals from the Albany Police Department and local businesses. They reach out to us to implement the CTI model and quickly engage with individuals experiencing homelessness.

Our Homeless Services Division currently partners with Albany LEAD to provide housing case management to individuals and families who qualify for our programs. Examples of the programs that we have partnered with Albany LEAD include Pathways to Health and Housing, Michael's House, and many other services that we provide within Albany County.

Below are some examples of St. Catherine's experience in administering projects focused on serving individuals who experience mental illness, substance use, homelessness, poverty, and inequities in public health:

Project HOST (Healthy Outcomes and Supported Transitions) Project HOST was launched in January 2015 with funding provided by the New York State Department of Health, Medicaid Redesign Team (MRT). The program combined affordable housing and housing-based case management to help people who faced the most complex challenges live with autonomy and dignity. Using a Housing First approach, Project HOST Housing Specialists began the process of locating and engaging members to identify housing options and needs. The use of the Housing First model in conjunction with motivational interviewing proved to be effective because the primary focus was housing the member first and then engaging the individual to explore other service needs. The funding for this program ended in June of 2025.

Project Connect Project Connect, launched in October of 2016, was a program designed to reach out and connect with vulnerable homeless adults. Funded through a three-year U.S. Department of Health and Human Services SAMHSA grant, Project Connect had a supervisor, three full-time case managers, and one part-time case manager. Project Connect offered street outreach to homeless adults struggling with addiction and/or living with mental illness and helped individuals access affordable, long-term housing. Case managers worked with individuals to help them successfully transition from the streets into housing and into their community. Assisting individuals to access medical care and bring down healthcare costs by lowering the number of emergency room visits and hospitalizations was a key component of the program.

Permanent Supportive Housing Programs We serve families and individuals through our HUD-funded Permanent Supportive Housing vouchers in Albany and Columbia County. We have 24 scattered site units to serve families and individuals in Albany and seven units in Columbia County. All referrals are received through Coordinated Entry and prioritized based on

vulnerability. Housing vouchers provide individuals with disabilities with long-term, permanent housing and case management services.

Michael's House Michael's House is a 20-unit, fully furnished, supportive housing facility that provides a safe and stable environment for families and individuals who are homeless or at-risk of becoming homeless.

Opened in 2021, Michael's House serves individuals who have aged out of the foster care system, as well as young adults and young families struggling to achieve independence and housing stability. These groups are particularly vulnerable to violence, substance abuse, and behavioral challenges.

Pathways to Health and Housing Through street outreach, special events, and referrals, St. Catherine's improves the health and well-being of underserved communities through our Pathways to Health program. This includes those experiencing homelessness, or those at risk of becoming homeless, who face barriers to accessing health care and other Social Determinants of Health. Pathways to Health uses elements of CTI and MI to engage, serve, and link participants to resources in their communities to ensure both housing independence and overall well-being.

Case managers and staff:

- Enroll and connect people to healthcare services across Albany
- Assist individuals with transportation, "warm handoffs," and filling prescriptions
- Work with individuals to identify and address the Social Determinants of Health
- Meet individuals in their community through St. Catherine's mobile Care-a-Van
- Accept referrals from local police, hospitals, and behavioral health providers
- Provide linkages to community providers and on-site support groups

In March of 2023, St. Catherine's Pathways to Health Program was honored as an Empire Blue Cross Blue Shield Whole Health Hero for its outstanding work going out into the community and connecting individuals and families with resources and programs.

The above programs demonstrate St. Catherine's work and strategies in providing services to unsheltered homeless persons, highlighting our trauma-informed approach to outreach, wrap-around services, and engagement activities with individuals who have a history in our communities with unstable housing.

Provide any additional information that would distinguish your firm in its service to Albany County.

What distinguishes St. Catherine's from other providers is the breadth of our services. We offer children's residential and foster care programs, homeless services for families and single adults, a special education elementary school, and a wide array of community-based services that reach families in their homes. While other providers may offer one or more of these programs, St. Catherine's is unique in providing them all. That program diversity affords us unique insights into the special needs of vulnerable populations.

Additionally, St. Catherine's has:

1. **Established community presence:** With offices and programs throughout Albany County, we can quickly establish a local presence in each LEAD jurisdiction to improve client contact.
2. **Data management systems:** We currently use Foothold's AWARDS Electronic Health Record system, which allows for secure data collection and sharing with project management teams.
3. **24/7 operational capability:** Our experience operating shelter programs has given us the infrastructure to provide 24/7 accessibility for the LEAD program.
4. **Crisis response capabilities:** Our staff has experience responding to urgent needs and crises, making us well-equipped to handle referrals from law enforcement that may require immediate attention.
5. **Strong community partnerships:** We have established relationships with service providers, law enforcement, hospitals, and other stakeholders across Albany County.
6. **Experience with harm reduction principles:** Our existing programs operate using harm reduction principles and person-centered approaches that align with the LEAD model.
7. **Cultural competency:** Our staff reflects the diversity of the communities we serve and is trained in cultural competency to ensure effective engagement with participants.

SECTION III: References

Provide at least two (2) references from similar projects, including name, addresses and telephone numbers.

The Homeless and Travelers Aid Society (HATAS)

Liz Hitt, Executive Director

138 Central Avenue
Albany, NY 12206

Lhitt@hataas.org
(518) 463-2124 x 229
<https://www.hataas.org/>

Rehabilitation Support Services

Jennifer Doret, LMHC-DP, Managing Director, Rehabilitation Support Services, Inc.
314 Central Ave
Albany, NY 12206

JDoret@rehab.org
(518) 462-1094
<https://rehab.org/>

SECTION IV: Plan Implementation

The contract period shall commence on the date of the fully executed contract and shall terminate on September 30, 2026. We anticipate the following implementation timeline:

Start-Up Phase (October 1-31, 2025)

During this phase, the following activities will take place:

1. Program Announcement and Preparation

- Award acknowledgment and program initiation
- Meet with the Trinity Alliance Project Management team and other LEAD stakeholders
- Establish communication protocols with law enforcement agencies

2. Recruitment, Hiring, and Onboarding of Staff

- Develop and post position descriptions for Case Management Supervisor and Case Managers
- Conduct interviews and select qualified candidates
- Complete pre-employment screenings and onboarding
- Our recruitment strategies promote diversity and talent, and we look to incorporate lived experiences in our staffing model

3. Training

- Provide mandatory agency training for all new employees
- Conduct specialized training on LEAD core principles and procedures:
 - Harm reduction principles and techniques
 - Motivational Interviewing
 - Critical Time Intervention Model
 - Trauma-informed care
 - LEAD-specific protocols and procedures

4. Program Infrastructure Setup

- Configure client records and program documentation in AWARDS Electronic Health Record
- Establish a 24/7 referral protocol and on-call rotation
- Secure office space in or near each LEAD jurisdiction
- Purchase necessary equipment and supplies
- Develop data collection and reporting procedures

5. Community Partnership Development

- Introduce the LEAD case management team to local service providers
- Establish or strengthen referral relationships with:
 - Housing providers
 - Mental health services
 - Substance use treatment providers
 - Healthcare facilities
 - Benefits assistance programs
 - Legal services

Implementation Phase (November 1, 2025-September 30, 2026)

1. Screening and Assessment

- Implement 24/7 availability to receive referrals from law enforcement
- Establish a consistent process for meeting with new referrals
- Utilize standardized LEAD assessment forms to identify immediate needs

2. Case Coordination

- Maintain caseloads at or below a 20:1 ratio

- Conduct regular outreach to participants in community settings
- Hold regular community-based office hours in each jurisdiction
- Provide transportation for participants as needed
- Assist participants with accessing services and benefits
- Advocate for participants within the criminal legal system

3. Ongoing Collaboration with Project Management

- Attend biweekly meetings with Project Management staff
- Participate in Operational Work Group meetings
- Share participant information and progress updates
- Contribute to policy and procedure development

4. Data Collection and Reporting & Key Performance Metrics Based on the LEAD model and fidelity framework, we propose tracking the following specific metrics to evaluate program effectiveness:

- **Participant Engagement Metrics**
 - i. Number of successful initial contacts after referral (aim for 90%+ contact rate)
 - ii. Frequency of participant engagement (weekly, bi-weekly, monthly)
 - iii. Average time between referral and first meaningful engagement
 - iv. Number of participants who remain engaged after 30, 90, and 180 days
 - v. Percentage of participants who complete intake and ROI documentation
 - vi. Field-based vs. office-based engagement ratios
- **Service Delivery Metrics**
 - i. Types and frequency of services provided (categorized by domains: housing, healthcare, benefits, legal, etc.)
 - ii. Number of warm handoffs to community providers
 - iii. Response time for law enforcement referrals (goal: under 30 minutes for phone response, under 24 hours for in-person response when needed)
 - iv. Average caseload per case manager (maintaining 20:1 or lower ratio)
 - v. Number of on-call responses by time of day and day of week
- **Outcome Measures**
 - i. Reduction in criminal legal system contacts (pre/post LEAD enrollment)
 - ii. Housing stability improvements (tracked at 3, 6, and 12 months)
 - iii. Healthcare connection status (% with primary care provider, % with health insurance)
 - iv. Benefits acquisition (% successfully connected to eligible benefits)
 - v. Participant self-reported quality of life improvements (using standardized assessment tools)

- vi. Reduction in emergency service utilization (ED visits, hospitalizations, 911 calls)
- **Racial Equity Metrics**
 - i. Demographic breakdown of participants compared to local arrest and jail population
 - ii. Analysis of service provision equity across different demographic groups
 - iii. Identification of any disparities in outcomes based on race, ethnicity, gender, or other factors
- **Data Collection Methods** We will utilize Foothold's AWARDS Electronic Health Record system to:
 - i. Document all participant interactions in real-time via mobile devices
 - ii. Track service plan progress with customized goal tracking
 - iii. Generate automated reports on key performance indicators
 - iv. Create dashboards for supervisors to monitor program performance
- **Reporting Structure** We will implement a tiered reporting structure:
 - i. **Weekly operational reports** for the case management team and supervisors
 - ii. **Bi-weekly summary reports** for Project Management staff
 - iii. **Monthly comprehensive reports**, including service delivery statistics and outcome trends
 - iv. **Quarterly evaluation reports** analyzing program effectiveness and identifying areas for improvement
- **Quality Improvement Process** Our Continuous Quality Improvement team will:
 - i. Conduct quarterly program audits to ensure fidelity to the LEAD model
 - ii. Facilitate regular data review sessions with case management staff
 - iii. Gather participant feedback through structured surveys and informal discussions
 - iv. Develop action plans based on data findings to improve program effectiveness continuously

This comprehensive data collection and evaluation approach will allow us to demonstrate program impact, identify areas for improvement, and ensure we're maintaining fidelity to the LEAD model while addressing the specific needs of Albany County.

5. Program Review and Adaptation (Quarterly)

- Review program metrics and outcomes in December 2025, March 2026, June 2026, and September 2026
- Identify strengths and areas for improvement

- Adjust strategies and approaches as needed to enhance service delivery
- Update policies and procedures based on operational experience

Operating Budget

Section A - Budget Overview

a. Object Class Categories	Year 1 10/01/2025-09/30/2026			
	Bid- RFP#2025-122 (*)	Pending Notification Funding- Tripty Alliance	Funding- Pending Notifications/ Applications	Total Cost to operate Program
a. Personnel	\$167,000	\$124,617	\$0	\$291,617
b. Fringe Benefits	\$33,400	\$24,924	\$0	\$58,324
Enter Fringe %	20%	20%	20%	
OTPS:				
c. Travel- (Based on historical data for Case Managers & Supervisors)	\$0	\$7,500	\$4,000	\$11,500
d. Equipment (Laptop \$1,500 Printer/Scanner \$250 Office Desk \$300 Office Chair \$100 Phone/ Mobile Hotspot (2 Case Managers) \$1,200	\$0	\$850	\$3,350	\$4,200
e. Supplies	\$0	\$1,000	\$0	\$1,000
f. Construction-	\$0	\$0	\$0	\$0
g. Construction	\$0	\$0	\$0	\$0
h. Other	\$0	\$4,200	\$0	\$4,200
Rent- Portion of rent/ utilities at Walker Street location- Connections to Care	\$0	\$2,000	\$30,000	\$32,000
Cap amount funds to meet concrete needs- Estimating supporting 25 consumer per case worker @ avg \$25 a month per consumer per case manager FTE	\$0	\$0	\$1,025	\$1,025
CTI Train the Trainer & CTT Training	\$0	\$0	\$0	\$0
Office Supplies	\$0			
i. Total Direct Charges (sum of d-h)	\$200,400	\$165,091	\$38,375	\$403,866
j. Indirect Charges (total cost is 15% & Cost Share with Funding Secured)	\$24,600	\$24,764	\$11,216	\$60,580
k. TOTALS (sum of i and j)	\$225,000	\$189,855	\$49,591	\$464,446

Section B - Itemized Staff Plan-

This section must be completed as part of budget submission. Estimated Expense is auto calculated.

Position/Title	Year 1 10/01/2025-09/30/2026		
	FTE %	Estimated	
Case Manager	100%	\$50,000.00	
Case Manager	100%	\$50,000.00	
Supervisor of LEAD Case Manager(s)	100%	\$67,000.00	
Total	1	\$167,000.00	

* As stated in the Proposal Form and Narrative, the \$225K bid with the level of milestones/ objectives is contingent upon securing the pending funding or we would need to reduce the number served.

Budget Narrative for RFP#2025-122: CASE MANAGEMENT SERVICES FOR LEAD Program

This budget narrative explains the allocation of the \$225,000 in requested funding through RFP#2025-122 for the LEAD Case Management Services program for the period of October 1, 2025 through September 30, 2026.

A. Personnel (\$167,000)

The requested funding will support three essential staff positions dedicated to providing comprehensive case management services to LEAD program participants:

- Two (2) full-time Case Managers at \$50,000 each annually (100% FTE)
- One (1) full-time Supervisor of LEAD Case Managers at \$67,000 annually (100% FTE)

These positions are critical to deliver intensive case management utilizing evidence-based practices for individuals diverted through the LEAD program. The Case Managers will provide direct client services, while the Supervisor will ensure quality service delivery, provide clinical oversight, and coordinate with partner agencies.

B. Fringe Benefits (\$33,400)

Fringe benefits are calculated at 20% of total personnel costs and include required employer contributions for:

- FICA/Medicare
- Workers' compensation
- Unemployment insurance
- Health insurance
- Retirement benefits
- C. Indirect Charges (\$24,600)

Indirect charges are calculated at a rate of 15% of the total direct costs (\$200,400). These funds support essential administrative and operational functions that enable effective program implementation, including:

- Administrative oversight
- Financial management and accounting
- Human resources
- Information technology support
- Quality assurance
- Facilities management
- Organizational insurance
- General office operations
- Budget Summary

The total requested funding of \$225,000 is allocated as follows:

- Direct Costs: \$200,400 (89% of total budget)
- Personnel: \$167,000 (74.2% of total budget)
- Fringe Benefits: \$33,400 (14.8% of total budget)
- Indirect Costs: \$24,600 (11% of total budget)

This funding will enable our organization to provide crucial case management services to LEAD program participants, supporting them in accessing necessary resources, reducing recidivism, and improving health and social outcomes. The budget emphasizes direct service provision, with the majority of funds allocated to personnel costs to ensure adequate staffing for effective case management service delivery.

Contract #: 2026-0085

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: County Attorney A1420

Date Submitted: 01/16/2026

Contact Person: [Alexander Townsend],[Tracy Murphy]

Contact Phone: 518-447-4858,518-447-5529

Vendor Info: Axon Enterprise, Inc.

Estimated Amount: 129241.40

Scope of Services: Axon - Justice Premier Bundle

Budget Line Item: 891420-44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

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

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: February 2, 2026

RE: Request for Contract Authorization
License Bundle – Justice Premier
Proposed Consultant: Axon Enterprise, Inc.
Fee: \$129,241.40
Contract Period: 91 months

Enclosed is a completed Request for Contract Authorization for the Contract Administration Board, seeking an award of a 91-month contract to Axon Enterprise, Inc. for its License Bundle – Justice Premier.

The Albany County Law Department is required to review evidence from all 13 local police agencies as part of prosecution, and bodycam videos from the Albany County Sheriff's Department for FOIL responses and civil litigation defense. In Albany County, all of the local police agencies but one use Axon; it is essentially a sole source provider.

The Axon license bundle is also used by the District Attorney's Office and the Public Defender's Office. This agreement's timeperiod will be in synch with those departments' agreements, and at the end date for all of them, it is the intent to move to one agreement for the entire County.

Thank you for your consideration of this request.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-791709-46030KH

Issued: 01/08/2026

Quote Expiration: 02/28/2026

Estimated Contract Start Date: 03/01/2026

Account Number: 630347

Payment Terms: N30

Mode of Delivery: UPS-SDA

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Albany County (NY) Department of Law 112 State St Rm 600 Albany, NY 12207-2000 USA	Albany County (NY) Department of Law 112 State St Rm 600 Albany NY 12207-2000 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Horazdovsky Phone: Email: khorazdovsky@axon.com Fax:	Patrick Alderson Phone: Email: patrick.alderson@albanycountyny.gov Fax:

Quote Summary

Program Length	91 Months
TOTAL COST	\$129,241.40
ESTIMATED TOTAL W/ TAX	\$129,241.40

Discount Summary

Average Savings Per Year	\$9,579.60
TOTAL SAVINGS	\$72,645.30

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$14,026.29	\$0.00	\$14,026.29
Oct 2026	\$14,587.34	\$0.00	\$14,587.34
Oct 2027	\$15,170.83	\$0.00	\$15,170.83
Oct 2028	\$15,777.67	\$0.00	\$15,777.67
Oct 2029	\$16,408.77	\$0.00	\$16,408.77
Oct 2030	\$17,065.13	\$0.00	\$17,065.13
Oct 2031	\$17,747.73	\$0.00	\$17,747.73
Oct 2032	\$18,457.64	\$0.00	\$18,457.64
Total	\$129,241.40	\$0.00	\$129,241.40

Quote Unbundled Price:	\$201,886.70
Quote List Price:	\$129,241.40
Quote Subtotal:	\$129,241.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00015	BUNDLE - JUSTICE PREMIER	10	91	\$205.37	\$125.54	\$125.54	\$114,241.40	\$0.00	\$114,241.40
A la Carte Services									
100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1			\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
Total							\$129,241.40	\$0.00	\$129,241.40

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - JUSTICE PREMIER	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	10	03/01/2026	09/30/2033
BUNDLE - JUSTICE PREMIER	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	10	03/01/2026	09/30/2033
BUNDLE - JUSTICE PREMIER	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	03/01/2026	09/30/2033
BUNDLE - JUSTICE PREMIER	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	03/01/2026	09/30/2033
BUNDLE - JUSTICE PREMIER	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	10	03/01/2026	09/30/2033
BUNDLE - JUSTICE PREMIER	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	10	03/01/2026	09/30/2033
BUNDLE - JUSTICE PREMIER	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	10	03/01/2026	09/30/2033

Services

Bundle	Item	Description	QTY
BUNDLE - JUSTICE PREMIER	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	10
A la Carte	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	112 State St Rm 600	Albany	NY	12207-2000	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1A	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$1,627.92	\$0.00	\$1,627.92
Annual Payment 1A	S00015	BUNDLE - JUSTICE PREMIER	10	\$12,398.37	\$0.00	\$12,398.37
Total				\$14,026.29	\$0.00	\$14,026.29

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	S00015	BUNDLE - JUSTICE PREMIER	10	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1B	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$1,693.03	\$0.00	\$1,693.03
Annual Payment 1B	S00015	BUNDLE - JUSTICE PREMIER	10	\$12,894.31	\$0.00	\$12,894.31
Total				\$14,587.34	\$0.00	\$14,587.34

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$1,760.76	\$0.00	\$1,760.76
Annual Payment 2	S00015	BUNDLE - JUSTICE PREMIER	10	\$13,410.07	\$0.00	\$13,410.07
Total				\$15,170.83	\$0.00	\$15,170.83

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$1,831.19	\$0.00	\$1,831.19
Annual Payment 3	S00015	BUNDLE - JUSTICE PREMIER	10	\$13,946.48	\$0.00	\$13,946.48
Total				\$15,777.67	\$0.00	\$15,777.67

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$1,904.43	\$0.00	\$1,904.43
Annual Payment 4	S00015	BUNDLE - JUSTICE PREMIER	10	\$14,504.34	\$0.00	\$14,504.34
Total				\$16,408.77	\$0.00	\$16,408.77

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$1,980.61	\$0.00	\$1,980.61

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	S00015	BUNDLE - JUSTICE PREMIER	10	\$15,084.52	\$0.00	\$15,084.52
Total				\$17,065.13	\$0.00	\$17,065.13

Oct 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$2,059.83	\$0.00	\$2,059.83
Annual Payment 6	S00015	BUNDLE - JUSTICE PREMIER	10	\$15,687.90	\$0.00	\$15,687.90
Total				\$17,747.73	\$0.00	\$17,747.73

Oct 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	1	\$2,142.23	\$0.00	\$2,142.23
Annual Payment 7	S00015	BUNDLE - JUSTICE PREMIER	10	\$16,315.41	\$0.00	\$16,315.41
Total				\$18,457.64	\$0.00	\$18,457.64

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New York OGS Contract PM69698 (IT Umbrella Contract) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/8/2026



Contract #: 2026-0157

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Attorney A1420

Date Submitted: 01/29/2026

Contact Person: [Tracy Murphy],[Alexander Townsend]

Contact Phone: 518-447-5529,518-447-4858

Vendor Info: Themis Solutions, Inc. d/b/a Clio

Estimated Amount: 89,400.00

Scope of Services: Case Management System - Clio

Budget Line Item: 891420-44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

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

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: January 29, 2026

RE: Request for Contract Authorization
Case Management System
RFP #2025-133
Proposed Consultant: Themis Solutions, Inc. d/b/a Clio
Fee: \$89,400.00
Contract Period: One Year

Enclosed is a completed Request for Contract Authorization for the Contract Administration Board, seeking an award of a one-year contract to Themis Solutions, Inc. d/b/a Clio, pursuant to the referenced RFP.

The Albany County Law Department and affiliated legal divisions of Albany County Public Defender's Office, Alternate Public Defender's Office, and the Assigned Counsel Program require a consultant software application and platform comprising a comprehensive Case Management System (CMS), in order to more efficiently and securely store and provide access to confidential client and case-related information, and have ad-hoc reporting tools for identifying and tracking key metrics and trends. The CMS will also be used to compile and format various reports required by grant and state funding providers.

The Law Department worked with Information Services and the Purchasing Division, and RFP 2025-133 was issued, seeking proposals for a CMS that could streamline case intake, tracking, reporting, calendaring, communication, and

document management functions, while ensuring compliance with all applicable legal, regulatory, accessibility, and cybersecurity standards; it set forth seven objectives, seven categories of system requirements, and also specifications regarding data migration, calendar/task management, reporting/analytics, security/compliance, governance, workflows and deliverables.

Fifteen proposals were submitted and reviewed, and Clio achieved the highest score.

Thank you for your consideration of this request.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Jeffrey V. Jamison, ESQ.
The Albany County Department of Law

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 21, 2026

RE: RFP #2025-133 Case Management System

I am in receipt of your recommendation to award the aforementioned to Themis Solutions, Inc d/b/a Clio.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Themis Solutions, Inc d/b/a Clio.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY LAW DEPARTMENT



RFP#2025-133

CASE MANAGEMENT SYSTEM

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov**

TITLE: CASE MANAGEMENT SYSTEM

RFP NUMBER: 2025-133

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail _____

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

NON-PROPOSER RESPONSE

RFP # 2025-133

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-133**

Sealed Proposals for a **Case Management System** as requested by **Albany County Law Department** will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on **Friday, August 22, 2025** and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on **Thursday, August 7, 2025**

Pamela O Neill
Purchasing Agent

Dated: August 1, 2025
Albany, New York

PUBLISH ONE DAY – **August 7, 2025** -- THE EVANGELIST
PUBLISH ONE DAY – **August 7, 2025** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CASE MANAGEMENT SYSTEM
ALBANY COUNTY LAW DEPARTMENT
RFP-2025-133

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for a **CASE MANAGEMENT SYSTEM** as requested by **ALBANY COUNTY LAW DEPARTMENT**.
- 1.2 The proposals are for access to a software application and platform comprising a comprehensive Case Management System (CMS) for the County's Law Department. The CMS securely stores and provides access to confidential client- and case-related information, as well as offers ad-hoc reporting tools for identifying and tracking key metrics and trends. Additionally, the CMS compiles and formats various reports required by providers of grants and state funding.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on August 22, 2025**, at the following address:

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

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany county also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by **Albany County Law Department**.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with **implementation of case management systems**.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 Overview

Albany County is seeking proposals from qualified vendors to provide, implement, and support a comprehensive Case Management System (CMS) for use by the Albany County Law Department and all affiliated legal divisions across Albany County government. These include, but are not limited to, the Albany County Public Defender’s Office, Alternate Public Defender’s Office, and the Assigned Counsel Program. The new CMS must support diverse legal functions such as criminal defense, prosecution, family court, municipal law, and social work-related matters. The system should streamline case intake, tracking, reporting, calendaring, communication, and document management functions while ensuring compliance with all applicable legal, regulatory, accessibility, and cybersecurity standards.

4.2 Objectives

The selected vendor shall provide a CMS that:

- Enhances operational efficiency across departments.
- Improves accuracy, access, and security of legal case data.
- Supports both remote and in-office users.
- Integrates with existing systems and platforms where feasible (e.g., Microsoft 365, Tyler Tech MUNIS).
- Offers scalability and performance to meet growing operational needs.
- Provides time tracking and forecasting tools to support effective case and attorney workload management.
- Adheres to governance policies for multi-department use and data privacy.

4.3 System Requirements

The CMS must support the following functional and technical areas:

General Functionality:

- Support a secure, scalable back-end database capable of accommodating multiple departments and legal functions.

- Provide an intuitive front-end user interface accessible from PC, laptop, tablet, and mobile devices, designed in accordance with accessibility standards (e.g., WCAG 2.1).
- Support multilingual interfaces if applicable.
- Provide configurable intake workflows for all case types: criminal, civil, family court, municipal, and social service-related cases.
- Enable prescreening and conflict checks during case creation.
- Include integrated calendaring with Microsoft Outlook for scheduling appointments, deadlines, and court events.
- Include forecasting tools for workload visualization and resource planning.
- Include user-specific dashboards, configurable permissions, and homepages per role or department.

Deployment and Infrastructure:

- The system must support **cloud-based (SaaS), on-premises, or hybrid** deployment models. Vendors should outline the benefits and limitations of each model. Cloud-based solutions are preferred due to their scalability, reliability, and disaster recovery capabilities.
- Support **horizontal and vertical scalability**, including load balancing, server upgrades, and performance optimization.
- Allow for **multi-tenancy** or **siloed databases**, ensuring that departments (e.g., Law Department, Public Defender's Office) can operate independently while maintaining system integrity and security.

Integration and APIs:

- Provide robust **RESTful or SOAP APIs** for seamless integration with:
 - o Document management systems (if not included natively)
 - o Tyler Technologies MUNIS financial system
 - o NY State or regional court management systems
 - o Identity providers for SSO/MFA
- Support common data exchange protocols (e.g., **EDI**, XML, JSON) and industry standards for interoperability.

Content and Document Management:

- Provide a secure document management system to generate, store, and retrieve electronic and paper-based documents.
- Enable content generation (e.g., templates for motions, letters, filings).
- Include version control, document check-in/check-out, and role-based access controls.

Audit Trails and Logging:

- Provide comprehensive **audit trails** for user actions, document access, case modifications, and data changes.
- Include detailed **access and modification logs**, especially for sensitive data like client details or confidential case notes.
- Allow administrators to generate audit reports for compliance and internal investigations.

Reporting and Analytics:

- Provide pre-built and custom **regulatory reports** in formats required by NY State and grant agencies (e.g., ILS reporting).
- Include ad hoc reporting tools with export options (Excel, PDF, CSV, etc.).
- Include a **Leadership Dashboard** with real-time, visual analytics.

Time and Billing:

- Enable time tracking per user, task, or case, with reporting and billing summaries.
- Support invoicing and payment tracking for external legal service providers or assigned counsel.

4.4 Data Migration

- Vendor shall provide a **detailed Data Migration Plan** including:
 - Field mapping from legacy systems
 - Data cleansing processes
 - Verification of data integrity
- Vendor must support a **testing phase** prior to go-live, including:
 - Migration of a representative data sample
 - Functionality testing with real case data
 - Integration testing with external systems
- Final migration shall preserve all historical data, document formatting, and original metadata unless mutually agreed otherwise by Albany County Law Department, Division of Information Services, and the selected vendor.

4.5 Calendar and Task Management

- Offer tools for managing tasks, deadlines, and workloads across users and departments.
- Allow for the **weighting of cases** by complexity to support balanced case assignment.

- Provide centralized calendars with **reminders and alerting features** for court dates, deadlines, and team events.
 - Seamless **integration with Microsoft Outlook** calendar and task features.
-

4.6 Reporting and Analytics

- Standard reporting on:
 - o Case load by type and attorney
 - o Key performance indicators
 - o Timeliness of tasks and deadlines
 - Customizable dashboards and visual analytics to support executive decision-making.
 - Export capabilities to Excel, PDF, and other commonly used formats.
-

4.7 Security and Compliance Requirements

- Adhere to Albany County security requirements detailed in **Addendum A** “Albany County Technology Procurement – Contractor Administrative Terms & Conditions”.
 - Support **multi-factor authentication (MFA)** for all web-based access.
 - Provide **data encryption at rest and in transit**, compliant with NY State cybersecurity and privacy regulations.
 - Vendor must provide **system uptime SLAs, disaster recovery protocols, and data redundancy plans**.
-

4.8 Governance, Workflows, and Compliance

- Support governance frameworks for:
 - o Case workflows and approvals
 - o Version control and document review processes
 - o Role-based data access and permissions
 - Support workflows for **mitigation and social work cases**, including notes, contact logs, and outcome tracking.
-

4.9 Deliverables

The successful vendor shall provide the following:

- Fully functional CMS as described above
- All required documentation, including:
 - o User guides and training manuals

- o Administrative configuration documentation
- o Integration and API documentation
- o Final Implementation Report
- Training for staff and administrators
- Support and maintenance services as proposed

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for one year and will commence on the date of the fully executed contract.
- 5.2 At the end of the original contract term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for four (4) additional years, in consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer’s plan to carry out the requested service. Please complete **Addendum B “Requirements Matrix”** and include it in this section of your response.

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by a committee with representation from the ***Albany County Law Department***. Proposals shall be evaluated based upon the following:

Evaluation Scoring Rubric (100 Percent Total)

Category	Percent	Evaluation Criteria
Functional Requirements	30	Meets all core system requirements, including UI, calendaring, document, reporting

Technical Architecture	15	Cloud/on-prem flexibility, scalability, security, and integration capabilities
Data Migration & Testing	10	Clear migration plan, testing strategy, and historical data handling
Security & Compliance	10	Adherence to NY State data protection laws, MFA, encryption, access logs
User Experience & Accessibility	10	Clean, intuitive UI; meets WCAG standards; cross-device support
Integration Capabilities	10	Robust APIs, support for existing systems (e.g., Outlook, court systems)
Reporting & Analytics	5	Custom reports, dashboards, export formats
Training & Support	5	Quality of training plan, availability of support resources
Vendor Experience & References	5	Proven track record with similar government or legal CMS implementations

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

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

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

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

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

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

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

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

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

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

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

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such

insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

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

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

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

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

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

SECTION 20: Section not in use

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

- 21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: ANTIDISCRIMINATION CLAUSE

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

SECTION 23 EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

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

SECTION 24: INTERPRETATION

- 24.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 25: NON-APPROPRIATIONS CLAUSE

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

SECTION 26: IRANIAN ENERGY SECTOR DIVESTMENT

- 26.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 26.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 26.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

26.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

Addendum A

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), “Albany County,” in writing, the contractor’s current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.). Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor’s adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

a) Secure System Development Lifecycle

- i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:**
 - (1) Such policies shall define documented security roles for the software development team**
 - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk**
- ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.**
 - (1) Such training shall be focused on the technologies in use within the software development environment**
 - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards**
 - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy**
- iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.**
- iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity**
- v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on-premise installation to a remote location without the express written permission of the AU**
- vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the**

credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.

vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.

b) Vulnerability Management

- i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
- ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
- iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
- iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
- v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

c) Application Lifecycle Management

- i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
- ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
- iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
- iv) The contractor shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application
 - (3) Maintain evidence of security checks and approvals
 - (4) Include documented functional requirements and non-functional security requirements
 - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release

- v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications
 - During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer, the Albany County Cyber Incident Response Team, and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;
- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.

- d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor shall provide the Authorized User with the capability and the means or tools to meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data by Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on-premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.

Addendum B

Requirements Matrix

Requirement Category	Description	Mandatory (M) / Optional (O)	Vendor Response
Deployment Model	Cloud-based (preferred), on-premises, or hybrid support	M	
Scalability	Supports horizontal and vertical scalability	M	
Multi-Tenancy	Supports separate data/permissions for departments	M	
User Interface	Accessible from PC, tablet, phone; meets WCAG 2.1 accessibility standards	M	
API Access	Robust public APIs; support for integration with MUNIS, court systems, document management	M	
Data Standards	Supports industry standards (e.g., EDI, JSON, XML) for data exchange	M	
Audit Trail	Full user action and data change logging	M	
Access & Modification Logs	Log access to and changes in sensitive records	M	
Data Migration Plan	Includes field mapping, data cleansing, testing, and verification	M	
Testing Plan	Includes data migration test, system validation, and integration testing	M	
Calendar Integration	Integrated with Microsoft Outlook; supports tasks, alerts, shared calendars	M	
Reporting Tools	Pre-built and custom reports; exportable in Excel/PDF	M	
Leadership Dashboard	Customizable dashboard with visual analytics	O	
Time Tracking	Time tracking per case and user	M	

Document Management	Integrated DMS with version control, templates, e-signatures	M	
Security Compliance	MFA, encryption, compliance with NY State regulations	M	
Governance Features	Case workflows, document approvals, versioning	M	
Support for Mitigation Cases	Customizable fields and workflows for social work / mitigation	M	
Training & Documentation	Includes training, user guides, admin manuals	M	
Ongoing Support	Helpdesk, knowledge base, technical support	M	

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Case Management System

RFP Number: 2025-133

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Case Management System

RFP Number: 2025-133

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

COUNTY OF ALBANY
Case Management System
RFP #2025-133
ADDENDUM #01

Date August 12, 2025

The following Addendum No. 01 consisting of two (_2_) pages (including this cover page) is hereby issued on the Twelfth day of August 2025, in connection with the Request for Bids/Proposal number/as requested by.

COUNTY OF ALBANY

**RFP #2025-133
Case Management System**

ADDENDUM #01

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

ITEM #1: Can the County share the budget for this project?

Response: No.

ITEM #2: How many named users will require access to the new system, for purpose of calculation licensing costs?

Response: Up to 50 initially.

ITEM #3: What system(s) will data need to be migrated from?

Response: Varying databases, including word documents, excel spreadsheet and outlook folders.

ITEM #4: On Addendum B, is the Vendor Response meant to be a “Yes/No” response or is there another County-preferred format for responses?

Response: Yes / No response, to the best of your ability.

ITEM #5: The County’s Cost Proposal Form on pg. CP3 does not appear to have a field for costs. Is this form meant to serve as a cover for a cost proposal in the vendor’s format?

Response: It’s a cover for the vendor’s format.

ITEM #6: What is the expected **number of users** expected to operate within the CMS.

Response: About 50 in the Law Department, and potentially expanding to 150 for other departments.

ITEM #7: Types of roles (e.g., attorneys, paralegals, administrative staff) that will access the system and their anticipated permissions?

Response: All of the above.

ITEM #8: Number of organizations or departments that will use the platform?

Response: Albany County and potentially any department within the County, but initially, the Department of Law.

End of Addendum #01

COUNTY OF ALBANY
CASE MANAGEMENT SYSTEM
RFP NUMBER #2025-133
ADDENDUM #02

August 18, 2025

The following Addendum No. 02 consisting of six (6) pages (including this cover page) is hereby issued on the 18th day of August Year, in connection with the Request for Bids/Proposal number/as requested by.

COUNTY OF ALBANY
RFP #2025-133
CASE MANAGEMENT SYTEM
ADDENDUM #02

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

ITEM #1: How many custom reports will the Department require?

RESPONSE: At this time, there are no specific number of reports. Please identify the capability of all report that may be generated from your proposed system, and any associated costs.

ITEM #2 Will you extend the due date?

RESPONSE: The due date will be extended 1 week to Friday, August 29, 2025 @ 4:30.

ITEM #3 Does the county currently own a document management system that can be leveraged as part of this procurement?

RESPONSE: No.

ITEM #4: For cloud solutions does the City/County have a preferred cloud environment such as AWS GovCloud or Microsoft Azure GovCloud?

RESPONSE: It must be US based.

ITEM #5: Have you evaluated or viewed any other vendor's products? If yes, please provide details.

RESPONSE: Only what we have been able to research online for reference beforehand.

ITEM #6: Will preference be given to browser-based applications?

RESPONSE: Please reference Matrix sheet in RFP.

ITEM #7: Will any users be accessing the system via VPN? If yes, please provide technical requirements.

RESPONSE: Yes, Global connect- system should be web-based solution.

ITEM #8: If planning on migrating data to the new system what sample data, record layouts, schema, ERD, etc. is available for analysis?

RESPONSE: Word, PDF and Excel documents.

ITEM #9: What is the desired timeframe for implementation?

RESPONSE: It will depend on the responses received.

ITEM #10: Will any consultant be assisting with product selection or implementation? If a consultant is involved please identify them. If assisting with the implementation, what systems have they had experience with in the past?

RESPONSE: No.

ITEM #11: How many document assembly forms and templates are to be converted as part of the implementation?

RESPONSE: Unknown.

ITEM #12: What are the functional and technical requirements for NY State or regional court management systems integration(s).

RESPONSE: The CMS provider should have experienced based knowledge of the requirements.

ITEM #13: What other systems will be integrated into the new case management system? For each provide functional and technical requirements.

RESPONSE: Only those referenced in the RFP.

ITEM #14: What is being used for file room/records management to track physical paper-based files? Is the desire to replace or integrate with it?

RESPONSE: Paper files are being converted to PDF in house at this time.

ITEM #15: Does the county wish to create and maintain court rules internally or to use a third-party service?

RESPONSE: Internally.

ITEM #16: Can the County expand on the desired data conversions? What systems does the County currently use?

RESPONSE: The County does not currently use a case management system. There are several different folders within a shared drive that "houses" the data on word, pdf and excel documents.

ITEM #17: Can the County list the "varying databases" where the data is stored?

RESPONSE: Please see response above.

ITEM #18: Can the County describe what the MUNIS integration will be used for? Is this integration to submit court filings? Invoice and finance purposes? Is this integration to retrieve court information?

RESPONSE: It will be used for invoice and finance purposes. No to the other 3 asked questions.

ITEM #19: Does the Albany County Law Department handle criminal cases as well as civil? If so, what types of criminal cases.

RESPONSE: Juvenile Delinquency matters, as the prosecutor – all types of criminal charges.

ITEM #20: Will the system be used to handle matters such as Litigation, Contracts, Real Estate, Collections, etc.?

RESPONSE: Yes.

ITEM #21: Can the County expand on how the new CMS will be used to support criminal defense, prosecution, family court, municipal law, and social work-related matters? If so, please provide the number of users per area.

RESPONSE: Please note that the request was expansive. Any company responding should have the breadth of experience to answer this question.

ITEM #22: Does the County expect the new CMS to send criminal discovery to the Albany County Public Defender's Office, Alternate Public Defender's Office, and the Assigned Counsel Program?

RESPONSE: No.

ITEM #23: Item #6 of Addendum #1 states there are 50 users in the Law Department and up to 150 for other departments. Can you break down the number of other users by department? Are the 150 other users contacts within County departments that will be submitting requests to the Law Department?

RESPONSE: The other users are public defender and alternate public defender. If, at some point later, the department considers switching to this system.

ITEM #24: Do the County departments serve as the Law Departments clients?

RESPONSE: Yes.

ITEM #25: How do you currently receive the following matters: criminal, civil, family court, municipal and social service-related cases.

RESPONSE: They come from the court, or from departments, or as filed.

ITEM #26: Is this project currently funded?

RESPONSE: Is to be funded, yes; awaiting responses.

ITEM #27: Do you have a critical go live date?

RESPONSE: Yes, 12-31-2025.

ITEM #28: Would you consider being trained on a few of your documents for template creation and complete the rest yourself or do you prefer to have them all automated by the vendor?

RESPONSE: Yes.

ITEM #29: Do you have an enterprise wide signature license?

RESPONSE: No.

ITEM # 30: Is there a need to convert any legacy data to the proposed solution? If so, please name the existing tools and if they are Cloud or OnPrem?

RESPONSE: The documents are on a shared drive in Word, PDF and Excel.

END OF ADDENDUM #02

COUNTY OF ALBANY
CASE MANAGEMNT SYSTEM
RFP #2025-133
ADDENDUM #03

The following Addendum No. 03 consisting of thirteen (13) pages (including this cover page) is hereby issued on the 19th of August 2025, in connection with the Request for Proposal #2025-133 as requested by the Albany County Law Department.

COUNTY OF ALBANY
RFP #2025-133
CASE MANAGEMENT SYSTEM
ADDENDUM #03

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

ITEM #1: Our floor and room location at 112 State Street has changed. We are now located on the 8th Floor, Room 820.

ITEM #2: The Affirmative Action Plan Statement of Policy has been added to this addendum.

ITEM #3: Does your organization make referrals to external agencies? If so, will these agencies need access to the system? If yes, how many external users are anticipated?

RESPONSE: No.

ITEM #4: Do you require onsite services for rollout and training, or will offsite/online options be acceptable?

RESPONSE: It depends on versatility and effectiveness of online training.

ITEM #4: Will clients require access to a portal?

RESPONSE: Potentially, only those persons within our organization.

End of Addendum #03

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

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

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A Minority Business Enterprise (MBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A Woman Business Enterprise (WBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ **Month** _____ **Year** _____

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that 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: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

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

Actions taken to include minority/women labor _____

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

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

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

COUNTY OF ALBANY
CASE MANAGEMENT SYSTEM
RFP NUMBER #2025-133
ADDENDUM #04

August 20,2025

The following Addendum No. 04 consisting of five (5) pages (including this cover page) is hereby issued on the 20th day of August 2025, in connection with the Request for Proposal #2025-133 as requested by the Albany County Law Department.

COUNTY OF ALBANY
RFP #2025-133
CASE MANAGEMENT SYSTEM
ADDENDUM #04

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

ITEM #1: How many years of historical data will need to be migrated? Additionally, could you provide an estimate of the total data volume?

RESPONSE: There are 3 years of data – case dependent.

ITEM #2: Total amount of cloud-based storage required (including the amount being migrated)?

RESPONSE: This is unknown to the repsonder. This may be vendor specific dependent on the system. The vendor should have more knowledge based upon past experiences of working with a County Law Department.

ITEM #3: Total number of documents/forms that require automation?

RESPONSE: Word, pdf and Excel documents – unsure of total number at this time.

ITEM #4: Can the County expand on 4.1 Overview, describing all types of cases the Law Department handles?

RESPONSE: The types of cases would be civil litigation, criminal prosecution of juveniles, family court matter for abuse and neglect, Article 81 matters, municipal matters of property and taxation, licensing issues, regulatory matters dealing with all our departments and nursing home, legislative matters, conflict of laws, constitutional issues, insurance matters, employment and labor law matters, FOIL compliance and election law.

ITEM #5: Can you provide a sample of your most basic and complex templates?

RESPONSE: No.

ITEM #6: How do you currently track time?

RESPONSE: Individual employees use KRONOS timekeeping. The goal is to track time spent on each case or assignment.

ITEM #7: In a previous Q&A response, the County noted that December 31, 2025, is the critical go-live date for the project. Would the County be open to a phased implementation approach, with go-live on December 31, 2025, followed by a six-month enhancement period?

RESPONSE: Yes, perhaps. This could be open to discussion.

ITEM #8: Can you provide a sample of your billing summary?

RESPONSE: We do not bill.

ITEM #9: How do you currently invoice and track payment for external legal service providers/assigned counsel?

RESPONSE: Invoices and MUNIS.

ITEM #10: Can you provide a sample workflow for mitigation and social work cases?

RESPONSE: No.

ITEM #11: If the vendor is listed on the NYS OGS would you be willing to contract via the NYS OGS?

RESPONSE: We have an RFP and are using this process.

ITEM #12: Is consideration given to vendors listed on the approved list of NYS Office of Indigent Services?

RESPONSE: Responses shall be graded accordingly to the terms set forth in the RFP.

ITEM #13: Total number of use cases that need to be developed? I.e., employment litigation, contract management, FOIL, etc.

RESPONSE: It is not understood what is meant by “use cases to be developed”. The case management system should be one that is in existence and has been fully functional and servicing many other municipalities with similar law departments.

ITEM #14: Can you provide a list of types of matters that will need to be tracked and managed?

RESPONSE: Please see response #4.

ITEM #15: What e-signature service do you currently use? DocuSign or Adobe Sign?

RESPONSE: Consideration for both may be implemented.

ITEM #16: How many files/documents/records are in total in the repository? Of those, how many files/documents/records will be migrated?

RESPONSE: It is unknown how many total documents exist. Many are being separately digitized and saved outside of this process.

ITEM #17: If the objects to sync are documents:

- Do documents have multiple versions that should all be maintained?
- Should document metadata be synchronized?

RESPONSE: Some may have more than one version.

ITEM #18: How many Cases, Workspaces, records, contracts, or other non-file objects are in the repository? List object type and count. Of those, how many will be migrated?

RESPONSE: Unknown – response should provide a fee that has a sliding schedule based upon number of records.

ITEM #19: What filter criteria will be applied to identify/scope the files/records to be migrated?

RESPONSE: These shall be developed in coordination with the law department, IT and the selected vendor for maximum efficiencies in migration.

ITEM #20: Are there security/permissions requirements for the documents/objects being migrated?

RESPONSE: No.

ITEM #21: Will documents or metadata require conversion of any kind as part of the migration? (IE value NY convert to New York)

RESPONSE: No.

ITEM #22: Briefly explain how the source system is structured. For example, if the source is SharePoint, what constitutes a site, document library, folder, etc.

RESPONSE: Responder is unsure of the question.

ITEM #23: Can you describe any other known deployment customizations?

RESPONSE: No.

ITEM #24: If objects are not currently in a Microsoft SQL format, do you have resources who can convert the data to the requested format, or would you require the vendor to do the conversion and re-engineering of the data?

RESPONSE: The documents will be in Word, Pdf, jpeg, Excel, or similar format. The vendor should be able to accept these documents.

ITEM #25: Will customer have an IT resource available to export legacy data, documents, and/or metadata?

RESPONSE: Yes.

ITEM #26: Please identify all products which require integration with the solution and if they are Cloud or On-Prem based tools.

RESPONSE: Please see prior responses.

ITEM #27: Will this be a one-way or bi-directional data exchange? If one-way, which direction will data be transferred?

RESPONSE: One-way exchange is anticipated – from Albany to vendor Cloud.

ITEM #28: If the objects to sync are documents:

- Do documents have multiple versions that should all be maintained?
- Should document metadata be synchronized?

RESPONSE: See previous responses.

ITEM #29: If the objects to sync are record data (IE Users or Financial data) how many different fields of data does each record type have to synchronize?

RESPONSE: Unknown, the vendor should respond based upon the history, understanding and experience the vendor has in similarly situated law departments in government performing similar functions and duties.

ITEM #30: Would you prefer the synchronization process be automated or would users be creating the rules for which data to synchronize?

RESPONSE: This could be both, dependent on necessity.

END OF ADDENDUM #04

COUNTY OF ALBANY
CASE MANAGEMENT SYSTEM
RFB #2025-133
ADDENDUM #05

August 22, 2025

The following Addendum No. 05 consisting of three (_3_) pages (including this cover page) is hereby issued on the 22nd day of August 2025, in connection with the Request for Proposal 2025-133 as requested by the Albany County Law Department.

COUNTY OF ALBANY
RFP # 2025-133
CASE MANAGEMENT SYSTEM
ADDENDUM #05

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

ITEM #1: It sounds like you are wanting a proposal with pricing for four offices, but the County may make a decision to start a project with only the Law Department. Please advise on the potential deployment/transition plan, or project start sequence, you envision or desire with the four offices.

RESPONSE: Provide the response for the law office with any licensing costs per user, if that is the vendor's mechanism.

ITEM #2: As a web-based system, should pricing be provided for four sites/instances?

RESPONSE: for the law department and any subsequent users, with a sliding scale.

ITEM #3: Would the Public Defender's Office be open to consolidating the current PDO, APDO, and ACP sites into one site going forward if restricted access by program is enabled?

RESPONSE: Unknown if they will have a use.

ITEM #4: It sounds like the Law Department has no data to migrate - please confirm. Should we price data migration services for the PDO, APDO and ACP?

RESPONSE: Migration of Word, Excel, Pdf and jpeg image file

ITEM #5: Does specific pricing need to be provided for external integrations, or just stating that we can do integrations with third party systems?

RESPONSE: Responder states, Costs with variables based on the number of documents to be integrated; a formula.

ITEM #6: If you need specific pricing for each external integration, please list all the external systems that will need to integrate with each respective Office. For example, which office does Tyler Tech MUNIS need to integrate with? If there are court systems we need to integrate with please name the court, the name of the software the court uses, and which office the respective court system needs to integrate with.

RESPONSE: Responder states, use a formula for pricing so that a specific number is not required; have the pricing be more unit based, if necessary.

ITEM #7: For the external systems you list wanting to integrate with, which are you needing the integration functional prior to Go Live and which can be added after Go Live?

RESPONSE: Responder states, current/active files.

ITEM #8: Where you reference 'billing,' is that for only internal accounting purposes for the respective work the Law Department is conducting with the County departments? If not, please clarify.

RESPONSE: Yes, internal process.

ITEM #9: If we have exceptions to the County's contract language do our exceptions need to be submitted with our response in order for the change requests be considered during contract negotiations, or can contract language exceptions be provided during the contracting phase?

RESPONSE: The contract language will be negotiated consistent with terms and in discretion of County Attorney, as approved by designated authorizing fiscal body.

End of Addendum #05

COUNTY OF ALBANY
CASE MANAGEMENT SYSTEM
RFP NUMBER #2025-133
ADDENDUM #06

August 26, 2025

The following Addendum No. 06 consisting of two (_2_) pages (including this cover page) is hereby issued on the 26th day of August 2025, in connection with the Request for Proposal #2025-133 as requested by the Albany County Law Department.

COUNTY OF ALBANY
RFP #2025-133
CASE MANAGEMENT SYSTEM
ADDENDUM #06

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

ITEM #1: In Section 7 of the RFP, it states "*The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.*"

When the State refers to 'qualification to do business in NYS,' does this mean that vendors are required to be registered with the New York State Department of State at the time of proposal submission?

RESPONSE: It is not required, however if you are registered please provide that information.

End of Addendum #06

Clio Response to Albany County Law Department RFP#2025-133

Case Management System

Submitted to:

Albany County Law Department

Date:

August 29, 2025

Proposer: [Themis Solutions Inc.](#) dba. Clio

4611 Canada Way, Burnaby, British Columbia, Canada, V5G 4X3

1 888-858-2546

Contact Person: Graham Kitching - Account Executive, Government

Table of Contents:

1. *Company Name*
2. *Brief History of Clio*
3. *Company Description*
4. *Clio Professional Staff Members/RFP Response Team*
5. *Authorized Signatory & Contact*
6. *Clio's Experience with similar projects*
7. *References*
8. *Additional Information*
9. *Technical Scope of Services*
10. *Cost Proposal*
11. *Exceptions & Clarifications to Terms and Conditions*
12. *Implementation Statement of Work*

Thank you for the opportunity to respond to the Albany County Law Department's RFP. As the Government Account Executive for Clio, I am happy to provide you with the following information about our company.

1. Company Name

Clio (legally known as Themis Solutions Inc.)

2. Brief History

Founded in 2008 by Jack Newton and Rian Gauvreau, Clio was born out of a desire to help solo and small law offices overcome the administrative challenges of running a legal department. At the time, legal technology was primarily on-premise and expensive, leaving many legal professionals with few viable options. Clio was a pioneer in creating a cloud-based legal practice management software, making it possible for lawyers to manage their offices from anywhere, at any time.

Over the years, Clio has grown from a small startup into the world's leading provider of legal technology. The company's growth has been fueled by a commitment to innovation, customer success, and a mission to "transform the legal experience for all." Key milestones include:

- **2008:** Clio is founded.
- **2013:** The first annual Clio Cloud Conference (ClioCon) is held.
- **2016:** The first annual Legal Trends Report is published, providing data-driven insights into the legal industry.
-
- **2018:** Clio acquires Lexicata, which becomes Clio Grow, a client intake and CRM software.
- **2021:** Clio becomes a unicorn company with a valuation of over \$1.6 billion.
- **2024:** Clio raises a record setting round of \$900 million with a valuation of over \$3 billion
- **2025:** Clio signs a definitive agreement to acquire legal AI company vLex.

3. Company Description

Clio is the world's leading provider of cloud-based legal case management software. Our comprehensive platform is designed to help government legal departments run their operations more efficiently.

Our software is a full-featured solution that addresses the entire legal workflow, including:

- **Case Management:** Centralize and organize all case details, documents, communications, and tasks in one secure location.
- **Document Management:** Securely store, organize, and access legal documents from anywhere. Our platform offers advanced features like document automation and e-signatures.
- **Time Tracking & Billing:** Easily track every minute and expense, create customizable invoices, and simplify the billing process.
- **Client Communication:** Improve collaboration and transparency with a secure client portal for sharing documents and updates.
- **Reporting & Analytics:** Gain valuable insights into your department's performance with a suite of built-in reports that track key metrics.

- **Integrations:** Connect with over 200 third-party applications, including popular tools like Microsoft Office 365, Dropbox, and Google Workspace, to create a seamless workflow.

Clio's platform is built with robust security measures, including bank-level encryption, to protect sensitive data and ensure compliance with industry regulations. We are committed to providing a reliable, user-friendly solution that empowers legal professionals to focus on what matters most: serving their clients and the community.

4. Clio Response Staff & Resume

Graham Kitching - Account Executive, Government

- *3 years of experience working with Clio & responding to similar projects*
- *Worked with City of Boston (listed reference) to evaluate, procure, and implement Clio*
- *Main Point of Contact for Albany County Law Department for connecting other Clio team members to the agency*

Huraira Mansoor - Team Lead, Solutions Engineering

- *3.5 years of experience working with Clio & responding to similar projects*
- *Leads the Solutions Engineering team for complex workflows technical responses, integrations, and data migration consulting/scoping*
- *Worked with City of Boston (listed reference) to evaluate, procure, and implement Clio*
- *Main Point of Contact for Albany County Law Department for connection other technical staff at Clio to the agency*

Other key staff will be introduced upon award and resumes will be shared at that time.

5. Authorized Signatory & Contact Information

Ronnie Gurion, COO

4611 Canada Way, V5G 4X3

Burnaby, British Columbia

Canada

1-888-858-2546

6. Clio's Experience

Clio has been servicing the requirements of legal organizations since the company's inception in 2008 and has grown to an organization of over 1,700 employees, 200,000 customers, and a

valuation of over 3.5 billion dollars USD. With the most employees, customers, integrations, and investment in technical R&D, Clio is the undisputed market leader for case management technologies and the best suited vendor to work with the Albany County Law Department today, and for years to come.

Clio has been reviewed, approved, and recommended for use in the state of New York by the New York State Bar and other governing authorities since January 8th 2014.

Despite beginning as a platform aimed at helping small law firms, for the last ten years, Clio has grown its product offering and service delivery to better service medium to large sized law firms as well as government agencies. Clio boasts an enviable customer base of United States entities including but not limited to a Department of Justice, several Attorney General's, and many city and county attorney's offices. Clio is heavily investing in its Public Sector products and processes, and is fully prepared and committed to a successful project with the Albany County Law Department.

7. References

Idaho Office of the Attorney General

Jake Kofoed

jake.kofoed@gmail.com

(208) 332-3081

City of Boston Law Department

Kristen Coveney

kristen.coveney@boston.gov

617-943-7786

8. Additional Information

Clio and its agents are uniquely positioned to support this project due to the strength of our workforce, and the heavy investment being made in Clio's product and service offerings for the public sector. With over 1,700 employees, Clio is the largest provider of case management services in the world, and we are the only vendor to offer 24 hour support through phone, email and chat Monday to Friday. Our large migrations team has extensive experience in performing timely migrations for other similarly sized agencies, and handles highly complex migrations and implementations on a weekly basis.

Clio is also differentiating itself from the case management market through its highly strategic investments in organic product development, as well as through targeted acquisitions. Clio recently entered into a definitive agreement to purchase legal AI/research

company vLex for 1 billion USD, bridging the practice of law and the business of law. Clio has a proven track record of investing in its product development and is focused on improving product value for current and prospective customers, as proven with regular feature and product releases annually, and is committed to being a product leader in the Cloud Legal Software industry.

9. Scope of Services/Technical Response

General Functionality

Support a secure, scalable back-end database capable of accommodating multiple departments and legal functions. **Yes**

Provide an intuitive front-end user interface accessible from PC, laptop, tablet, and mobile devices, designed in accordance with accessibility standards (e.g., WCAG 2.1). **Yes**

Support multilingual interfaces if applicable. **No. Since our offerings are browser-based when accessed via a PC or Mac, you can use the browser's translation feature when needed.**

Provide configurable intake workflows for all case types: criminal, civil, family court, municipal, and social service-related cases. **Yes, via Clio Grow.**

Enable prescreening and conflict checks during case creation. **Yes**

Include integrated calendaring with Microsoft Outlook for scheduling appointments, deadlines, and court events. **Yes. Clio offers a two-way sync for Microsoft Outlook calendar events.**

Include forecasting tools for workload visualization and resource planning. **No. Clio would work with a third party to build custom dashboards and reports at an additional cost. The cost and timeline will be determined based on the scope of work.**

Include user-specific dashboards, configurable permissions, and homepages per role or department. **Clio offers configurable permissions. However, dashboards and homepages are standardized within the platform.**

Deployment and Infrastructure

The system must support cloud-based (SaaS), on-premises, or hybrid deployment models. Vendors should outline the benefits and limitations of each model. Cloud-based solutions are preferred due to their scalability, reliability, and disaster recovery capabilities. **Yes. Clio is a cloud-based solution.**

Support horizontal and vertical scalability, including load balancing, server upgrades, and performance optimization. **Yes**

Allow for multi-tenancy or siloed databases, ensuring that departments (e.g., Law Department, Public Defender's Office) can operate independently while maintaining system integrity and security. **Yes. Clio is a multi-tenant application.**

Integration and APIs

Provide robust **RESTful** or **SOAP APIs** for seamless integration with:

Document management systems (if not included natively). **Yes, native, third-party, and custom integrations.**

Tyler Technologies MUNIS financial system. **Yes, via custom integration and dependent on the scope.**

NY State or regional court management systems. **Yes, via custom integration and dependent on the scope.**

Identity providers for SSO/MFA. **Yes**

Support common data exchange protocols (e.g., EDI, XML, JSON) and industry standards for interoperability. **Yes**

Content and Document Management

Provide a secure document management system to generate, store, and retrieve electronic and paper-based documents. **Yes. However, Clio can only store digital documents. Clio integrates with Fujitsu ScanSnap to scan documents directly into Clio.**

Enable content generation (e.g., templates for motions, letters, filings). **Yes, via Document Automation and Clio Draft.**

Include version control, document check-in/check-out, and role-based access controls. **Yes.**

Audit Trails and Logging

Provide comprehensive audit trails for user actions, document access, case modifications, and data changes. **Yes. Via Clio's firm feed. For Document Access, the Firm Feed (Clio's Audit Log) will only show if the document was downloaded, not previewed. The Audit Log will only show which user made the change and not the change itself.**

Include detailed access and modification logs, especially for sensitive data like client details or confidential case notes. **Clio will show admins when modifications are made to Contact records, but not the changes themselves. Accessing a contact does not trigger a firm feed log.**

Allow administrators to generate audit reports for compliance and internal investigations. **No. Clio does not have an exportable Audit report. This may be possible via custom integration with the scope and cost to be determined.**

Reporting and Analytics

Provide pre-built and custom regulatory reports in formats required by NY State and grant agencies (e.g., ILS reporting). **May be possible via custom integration.**

Include ad hoc reporting tools with export options (Excel, PDF, CSV, etc.). **Yes.**

Include a Leadership Dashboard with real-time, visual analytics. **No. This would be built via custom integration.**

Time and Billing

Enable time tracking per user, task, or case, with reporting and billing summaries. **Yes**

Support invoicing and payment tracking for external legal service providers or assigned counsel. **Yes. As Hard Costs within Clio. However, Clio does not track Accounts Payable.**

Data Migration

Vendor shall provide a detailed **Data Migration Plan** including:

Field mapping from legacy systems. **Yes**

Data cleansing processes. **Yes**

Verification of data integrity. **Yes**

Vendor must support a **testing phase** prior to go-live, including:

Migration of a representative data sample. **Yes**

Functionality testing with real case data. **Yes**

Integration testing with external systems. **Yes**

Final migration shall preserve all historical data, document formatting, and original metadata unless mutually agreed otherwise by Albany County Law Department, Division of Information Services, and the selected vendor. **Yes. Depending on the historical data that needs to be migrated, Clio may require Albany County Law Department to use a third-party vendor.**

Calendar and Task Management

Offer tools for managing tasks, deadlines, and workloads across users and departments. **Yes**

Allow for the weighting of cases by complexity to support balanced case assignment. **Needs scoping**

Provide centralized calendars with reminders and alerting features for court dates, deadlines, and team events. **Yes**

Seamless integration with Microsoft Outlook calendar and task features. **Clio integrates with Outlook's Calendar, but not Tasks.**

Reporting and Analytics

Standard reporting on:

Case load by type and attorney. **Yes**

Key performance indicators. **Yes, but needs more scoping.**

Timeliness of tasks and deadlines. **Yes**

Customizable dashboards and visual analytics to support executive decision-making. Clio offers customizable reports, but dashboards would be built by a third party. **The cost and timeline will be determined during scoping calls.**

Export capabilities to Excel, PDF, and other commonly used formats. **Yes**

Security and Compliance Requirements

Adhere to Albany County security requirements detailed in **Addendum A "Albany County Technology Procurement – Contractor Administrative Terms & Conditions"**. **Yes (Subject to clarifications found in the Explanations and Clarifications document provided with this Proposal)**

Support multi-factor authentication (MFA) for all web-based access. **Yes**

Provide data encryption at rest and in transit, compliant with NY State cybersecurity and privacy regulations. **Yes**

Vendor must provide system uptime SLAs, disaster recovery protocols, and data redundancy plans. **Yes**

Governance, Workflows, and Compliance

Support governance frameworks for:

Case workflows and approvals. **Yes**

Version control and document review processes. **Yes**

Role-based data access and permissions. **Yes**

Support workflows for mitigation and social work cases, including notes, contact logs, and outcome tracking. **Yes**

Deliverables

The successful vendor shall provide the following:

Fully functional CMS as described above.

All required documentation, including:

User guides and training manuals. **Yes**

Administrative configuration documentation. **Yes**

Integration and API documentation. **Yes**

Final Implementation Report. **To be determined**

Training for staff and administrators. **Yes**

Support and maintenance services as proposed. **Yes**

Evaluation Scoring Rubric:

Category	Percent	Evaluation Criteria
Functional Requirements	30	Meets all core system requirements, including UI, calendaring, document, reporting
Technical Architecture	15	Cloud/on-prem flexibility, scalability, security, and integration capabilities
Data Migration & Testing	10	Clear migration plan, testing strategy, and historical data handling
Security & Compliance	10	Adherence to NY State data protection laws, MFA, encryption, access logs
User Experience & Accessibility	10	Clean, intuitive UI; meets WCAG standards; cross device support

Integration Capabilities	10	Robust APIs, support for existing systems (e.g., Outlook, court systems)
Reporting & Analytics	5	Custom reports, dashboards, export formats
Training & Support	5	Quality of training plan, availability of support resources
Vendor Experience & References	5	Proven track record with similar government or legal CMS implementations

10. Cost Proposal

Your Investment

Contract Terms					
Start Date	End Date	Subscription Term	Billing Cycle	Payment Term	Payment Type
On signature	Signature date + 1 year	1 year	Yearly	Net 30	ACH

Subscription			
Product Name	Quantity	Price (USD)	Total Price (USD)
Clio Manage Complete	50	\$1,788/user/year	\$89,400

Implementation			
Clio Grow Setup Package			Included
Clio Manage Virtual Training			Included
Clio Manage Data Migration			Included
In-House Document Migration	1	TBD - based on document size	TBD

Description	Total Price (USD)
Total Subscription Services (per year)	\$89,400
Total Implementation Services (one-time)	TBD
Total Amount Due Upon Receipt (USD) YEAR 1	\$89,400

*Taxes not included and will be added where applicable.

Exceptions and Clarifications to Terms and Conditions

In accordance with **Section 2.4 of the RFP** (p.6), the following exceptions and clarifications are respectfully submitted. Each item identifies the relevant section, the original RFP language, our concern, and our proposed alternative.

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
Section 4.2, p. RFP 3	"The selected vendor shall provide a CMS that: [...] Adheres to governance policies for multi- department use and data privacy."	Proposer's offering complies with all applicable privacy laws and standard industry requirements. However, to confirm that our CMS meets specific governance policies requirements not reflected in this RFP, we will need to review.	Modify as follows: "The selected vendor shall provide a CMS that: [...] Adheres to <u>applicable privacy laws, standard industry requirements, and multi-department use and data privacy identified in this RFP. To the extent additional policies are required but not reflected in this RFP, such requirements will be subject to review and acceptance by Proposer and Proposer will strive to accept such requirements to the extent consistent with its practices and where commercially reasonable to do so.</u> "
Section 11, p. RFP 9	"The successful Proposer shall defend, indemnify and save harmless [...] arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses."	Our proposed revisions do not eliminate indemnification obligations, but aligns them to high industry standards by covering key third-party risks that Proposer can bear (IP, confidentiality and security breaches). The County's initial language was overly broad and exposes Proposer to indemnification obligations irrespective of cause or source (including County itself), without conditions or procedure, which isn't insurable or commercially sustainable.	Replace by: "Subject to County and Proposer having entered into an agreement for the provision by Proposer of its Service (including the CMS and as defined below) and subject to the conditions and exceptions set forth in the Proposer's Terms (as defined below), the successful Proposer shall defend, indemnify and save harmless the County, its employees and agents ("Indemnified Parties"), from and against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against an Indemnified Parties by a third party: a. alleging that the CMS, or use the Service as contemplated under the Agreement between the successful

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
			Proposer and the County, infringes a copyright, a U.S. patent issued as of the date of final execution of the Agreement, or a trademark of a third party or involves the misappropriation of any trade secret of a third party; b. arising out of or related to a violation by Proposer of its obligations under Section 4 above ("Confidentiality") or Section 5 above ("Security and Access") of the Proposer's Terms. "Service" mean any software or services provided by Proposer under the Agreement, including but not limited to Clio Manage, practice management software, and Clio Grow, customer relationship management (CRM) and client intake software. "Proposer's Terms" means the terms found at https://www.clio.com/tos/.
Par 15.1(c), p. RFP 11	"Automobile Liability Insurance: [...] maintenance or use of any automobile."	Proposer's services do not involve vehicles or driving risks, so this is not applicable.	Delete entire automobile liability insurance requirements.
Par 15.2(a), p. RFP 11	"The insurance policies [...] must appear on insurance certificate."	Proposer does not, as a standard practice, add its customers as additional insured under its insurance policies.	Delete entire par 15.2(a).
Section 15.3, p. RFP 11	"[...] If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly	Proposer may not be able to meet requirements if County increases or changes materially its insurance requirement during the course of agreement.	Modify as follows: "[...] If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
	obtain a new policy and submit proof of insurance of the same to the County for approval. [...]"		the same to the County for approval. [...]"
Section 16.1, p. RFP 12	"In the event of a breach by CONTRACTOR, [...] procuring a substitute contractor."	The County is entitled, by law and at contract, to claim direct damages for breach of contract. Including consequential damages and costs to procure a substitute contractor to perform work (except where they are determined to be direct damages), exceeds what can be reasonably expected of Proposer, particularly in light of the off-the-shelf nature of the CMS.	Delete entire section 16.1.
Section 21.2, p. RFP 13	"[...] The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract."	Proposer is of the view that this requirement does not apply, as no additional person or subcontractor will be hired for the performance of services. Proposer will comply with all applicable laws against discrimination, including this one, to the extent applicable.	Modify as follows: "[...] <u>To the extent applicable to its service under the Agreement,</u> The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract."
Section 21.3, p. RFP 14	"In an effort to assist Proposers with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms."	We submit that the requirements of the Affirmative Action Plan do not apply here: Proposer expects any ancillary services would be performed by its existing employees and that no employee or contractor would be hired for the purposes hereof. Proposer does and will comply with applicable laws, including New York State Anti-	No change requested, this is provided to explain Proposer's position only.

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
		Discrimination Clause 220-E to the extent applicable.	
Section 23.1, p. RFP 14	"It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award."	Proposer will require some formalities prior to onboarding other agencies as a customer, and pricing will be as then applicable or negotiated.	Modify as follows: "It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award. <u>Such purchases by additional sub-divisions or agencies shall be at Proposer's then-current rates for the applicable services (in each case, unless Proposer and said agency agree otherwise in writing). For clarity, additional services not included in the resulting contract award may be subject to additional terms.</u> "
Section 23.3, p. RFP 14	"All purchases shall be subject to audit by the other political subdivisions for which the purchase was made."	Audit rights would be subject to negotiated terms and conditions, and Proposer can not infer an agreement to any audit.	Modify as follows: "All purchases shall be subject to audit by the other political subdivisions for which the purchase was made, <u>subject to the terms and conditions applicable to audits agreed between such subdivision and Proposer.</u> "
Addendum A, Subpar. 1(b)v, p. RFP 18	"The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities."	Proposer / Contractor's reports of vulnerabilities and other similar information are confidential and can not be made available publicly. These will be made available in a secure portal, as contemplated in Par. 3(h) (see below).	Delete subparagraph 1(b)v) of Addendum A in its entirety.
Addendum A, Par. 3(a), p. RFP 19	"[...] Contractor representative must be available by phone and email for discussions with the Albany County Chief Information	Proposer / Contractor cannot commit to being available for personalized service for all incidents. In such scenarios where scale of incident allows for it, it may be	Modify as follows: "[...] Contractor representative must <u>will (i)</u> be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
	Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. [...]."	accommodated. Otherwise Proposer / Contractor will provide regular communications and updates as appropriate.	response activity <u>if the scale or other circumstances are such that Contractor deems it necessary, in its discretion, and must in such instance</u> provide status updates at mutually agreed upon cadences, <u>or (b) provide regular communications and updates as appropriate.</u> "
Addendum A, Subar. 3(b)i, p. RFP 20	"[...] notify the Albany County Chief Information Officer, the Albany County Cyber Incident Response Team, and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach."	It may not always be possible for Proposer / Contractor to notify County by telephone, depending on severity and scale of incident. If not by telephone, the County would be notified by email.	Modify as follows: "[...] notify the Albany County Chief Information Officer, the Albany County Cyber Incident Response Team, and any potentially affected Authorized User's representative, by telephone, <u>if Contractor deems it appropriate or required in the circumstances, or by email</u> , as soon as possible from the time the Contractor confirms Data Breach."
Addendum A, Subar. 3(b)v, p. RFP 20	"Unless otherwise agreed to in the Authorized User [...] cost of these services during this period."	Though the likelihood of this occurring is very low, this would not be practicable due to the nature of the CMS and the need for migration and implementation to establish an interim solution.	Delete the entire sentence.
Addendum A, Par. 3(c), p. RFP 20	Location of Data; CONUS or OCONUS	Proposer / Contractor has engineering and support teams in Canada and EEA, such that those services may not be provided exclusively from CONUS, as further detailed in the proposal. Please further note that Proposer does not access customer data unless consent has been provided by the customer in connection with the support requested or cybersecurity event	No change requested at this time; applicable OCONUS permissions will be requested if contract is awarded.

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
		investigation.	
Addendum A, Par. 3(h), p. RFP 22	"Contractor must maintain records [...] a public website or secure portal."	This is intended to clarify the nature of the records, whereas Proposer / Contractor is routinely audited by an accredited third party and will make audit reports available through a secure portal.	Modify as follows: "Contractor must maintain records documenting (<u>e.g. reports of annual audit by accredited third party</u>) adherence to the <u>agreed</u> following security policies and must <u>make available</u> provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public-website or secure portal."
Addendum A, Par. 3(i), p. RFP 24	"After 60 calendar days from expiration or termination of an Authorized User Agreement [...]."	Proposer / Contractor's practice is to retain such data for 90 days after the expiration or termination of the agreement.	Modify as follows: "After <u>90</u> calendar days from expiration or termination of an Authorized User Agreement [...]."
Proposal Form	Proposal cover letter	The statements made therein make reference to (i) Contract Documents, and General Provisions, which were not provided, (ii) the Contract, which remains subject to mutual agreement, (iii) the Instructions to Proposers which from our perspective, is what was found in the RFP document titled "RFP #2025-133 Case Management System.pdf"	Language has been updated to reflect that the acceptance of terms is subject to Proposer's receipt and comments, and to mutual agreement, and to clarify other internal references.
Attachment B	Entire attachment	Proposer's practice is to provide a letter from its Corporate Secretary confirming that the named signor, as the Proposer's Chief Operating Officer, has the required powers to sign the proposal in response to the RFP, including all required documentation thereunder,	Attachment B has been replaced by a letter from Proposer's Corporate Secretary as explained. Please advise if the proposed letter does not meet the County's requirements, and we will consider alternative language.

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
		and confirming that in doing so, he can and does bind the Proposer.	
Attachment C, Questions 13, 15, 16	Questions 13, 14 and 16	Proposer is privately-held and as such, ownership information is private and not publicly disclosed beyond as required under corporate law as required at law. As relates to individuals serving in a consulting capacity, Proposer may engage independent consultants from time to time, but such involvement would not involve any principal owner or officer with managerial authority. The Proposer respectfully submits that disclosure of information regarding the principal owners of the Proposers or consultants is not material to the evaluation of its proposal and qualifications.	
Attachment C, Questions 17, 18, 19, 20, 21	Questions 17, 18, 19, 20, 21	We elected not to provide responses to these questions because they are not necessary to assess the Proposer's qualifications, technical capabilities or capacity to perform the required services under this RFP. If selected for award, the Proposer will be prepared to discuss how to address assurances, disclosures or certifications which may be required under law.	
Attachment C, Certification	"The undersigned certifies that he/she:	Comments and modifications have been made to the questionnaire, as explicitly	Modified as follows: "The undersigned certifies that he/she:

RFP Section & Page #	Original RFP Language	Exception / Clarification	Proposed Alternative Language
	• Has not altered the content of the questions in the questionnaire in any manner; [...]" Signature was indicated to be made by Owner, and was to be notarized.	marked. Signature is by an Authorized Signatory by a signor whose authority is confirmed by a letter from Proposer's Corporate Secretary (Attachment B).	• Has not altered the content of the questions in the questionnaire in any manner, <u>except as specifically marked</u>; [...]" Signature block modified.

1. Purpose & Objective

This Statement of Work ("**SOW**") is entered into pursuant to, and governed by, the Services Agreement located at <https://www.clio.com/web/professional-services-agreement/> (the "**Pro Serve Agreement**") by and between Themis Solutions Inc. dba Clio ("**Clio**") and the County of Albany ("**CoA**").

WHEREAS, CoA is replacing its current on-premise software with Clio's legal case management system (the "**Clio Services**");

WHEREAS, CoA and Clio have entered into CoA's Standard Contract Document ("**SCD**"), which incorporates Clio's North American Terms of Service, located at <https://www.clio.com/tos/>, which have been amended by the parties via an amendment dated [insert] (the "**ToS**", and together with the **SCD**, collectively, the "**Agreement**"), which govern CoA's subscription to the Clio Services;

WHEREAS, in connection with CoA's subscription to Clio Services, CoA desires that Clio provide certain implementation services to CoA (the "**Professional Services**"), and Clio desires to provide such Professional Services to CoA, all as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Professional Services Only.** The provisions of this SOW and the Pro Serve Agreement, govern only the delivery of the Professional Services and not the Clio Services generally. Any reference to or description of Clio Services hereunder is provided for context only, and the Clio Services are governed by the Agreement.
2. **Order of Precedence.** In the event of any conflict between this SOW, the Pro Serve Agreement and the Agreement, with respect to the Professional Services, the order of precedence shall be: first, this SOW; second, the Pro Serve Agreement; and third, the Agreement.
3. **Definitions.** Capitalized terms use but not otherwise defined in this SOW shall have the meanings given to them in the Pro Serve Agreement.
4. **Objectives.** The objectives of the Professional Services contemplated under this SOW are as follows:
 - **Configuration of Clio:** Configure Clio pre-set inputs according to the CoA's specific requirements and preferences.
 - **Data & Document Migration:** Migrate eligible existing data from legacy systems to Clio.
 - **Project Management Support:** Clio will fill the roles contemplated in this SOW to provide agreed project leadership, stakeholder coordination, and customized technical oversight to take commercially reasonable steps to deliver a timely launch with Clio.
 - **End-User Training:** Provide comprehensive training sessions to end-users to support effective utilization of Clio's features and functionalities.
 - **Integration:** Integrate Clio with Google Workspace as described below to facilitate seamless data exchange and workflow automation.
 - **Go-Live & Ongoing Support:** Provide support during the transition phase and up to the Go Live date to facilitate a smooth go-live process and minimal disruption to operations and ongoing support.

Summary: Implementation & System Requirements. Clio will deliver the following Professional Services under this SOW, each as more fully described in the Project Scope section below:

- **System Implementation & Configuration:** Assist in the setup and configuration of the new cloud-based matter management system.
- **Training:** Deliver web-based and/or in-person training for CoA personnel.
- **Ongoing Support:** Offer continuous support in connection with the Professional Services contemplated hereunder, throughout the life of the SOW.

5. Project Scope. This SOW outlines the scope of the Professional Services to be performed by Clio in connection with the implementation of the Clio Services contemplated hereunder.

a) Clio Product Offering

The Clio Services that CoA is subscribing for under separate order are summarized below. For certainty, the provision of these solutions is not the subject of, nor governed by, this SOW and is provided for the purpose of context for the implementation services described herein only. The Clio Services below are governed by the Agreement.

- **Clio Manage.** Clio Complete Manage is a comprehensive legal case management software solution designed to streamline and optimize the operations of legal professionals. This cutting-edge platform offers an extensive array of features and functionalities to enhance productivity, efficiency, and client service delivery.

b) Roles and Contacts

Clio will appoint someone to fill each of the roles contemplated in the table below, to facilitate the delivery of the Professional Services contemplated under this SOW.

Clio Role	Prime Responsibility
Implementation Manager	The Implementation Manager is focused on project leadership, stakeholder coordination, customized technical oversight to support a timely launch with Clio.
Onboarding Specialist	Provides delivery of custom coaching planning and coaching sessions up to the Go Live date. Will run training sessions custom to user needs, and partner with the Implementation Manager in achieving key milestones for implementation.
Customer Success Manager	The Customer Success Manager is responsible for relationship continuity and long-term success following the customer launch of Clio.
Data Migration	Responsible for overseeing the transfer of eligible data from CoA's

Specialist	source system into Clio Manage. Will oversee data mapping, import, and validation.
Product Support	Ongoing support for the Professional Services contemplated hereunder (24/5 in-house phone/email/chat support, on-demand training, online resources & additional custom support options as needed)

c) Project Tasks and Deliverables

The table below sets forth key project milestones for delivery of the Professional Services contemplated hereunder and identifies the participants required for the delivery of such milestone.

Implementation Project Milestones	Participants	
Kickoff Call. The purpose of this meeting is to introduce key stakeholders from all parties, align/reaffirm CoA's goals through key phases of the project, priorities, and set timelines for meetings & training.	CoA, Implementation Manager, Onboarding Specialist, Clio Customer Success Manager (CSM)	Week 1
Data Migration Consultation. CoA's Data Migration Specialist will be introduced and provide guidance on process & timeline	CoA, Clio Migration Specialist, Implementation Manager, Success	Month 1
Implementation Strategy and Orientation. The purpose of this meeting will be to reaffirm the implementation and training plan for CoA staff. This includes planning for which groups/departments will be involved at what phase, etc.	CoA, Implementation Manager	Month 1
Test Migration. The purpose of the test migration is to ensure, subject to any terms and limitations outlined in this SOW, that key data is transformed and migrated over to Clio and any customization or change request is identified by CoA ahead of the final migration.	CoA, Clio Migration Specialist	Month 1 or 2 (Dependant on CoA commit date)
Data Migration. Post the test migration above and sign off from CoA on the results, the final go-live migration will migrate the CoA data as per the transformation signed off during test migration and import to Clio as planned	CoA, Clio Migration Specialist	Month 1 or 2 (Dependant on CoA commit date)
Group Training. The purpose of the training sessions provided by Clio will be to educate CoA staff members on priority functions, navigation of the system, and role related	CoA, Clio Onboarding Specialist	Month 2 or 3 through to Post Go

best practices. Training sessions will occur throughout the entire implementation period.		Live
Go Live Date (TBD). Refers to the scheduled launch or implementation date of the software solution. It signifies the point at which the software will be officially deployed and available for live use by end-users or clients. This date marks the culmination of the development, testing, and preparation phases, and signals the beginning of the operational phase where the software becomes fully functional and consistently used by staff.	CoA, Clio Implementation Specialist, Clio Onboarding	Month 3 or 4 Dependant on CoA Data and Document migration
Post Go Live Coaching and Support	CoA, Clio Implementation Specialist, Clio Onboarding	Month 4-5 Dependant on Go Live
Customer Success Manager Support & Management. Proactive and strategic approach to ensuring the long-term success and satisfaction of clients utilizing the software solution. The Clio CSM will schedule check-ins and continuously manage the relationship between Clio & CoA.	Clio CSM, CoA	

d) Onboarding & Implementation

Clio will provide the following onboarding and implementation services as part of the Professional Services contemplated hereunder:

- A Dedicated Implementation Manager as contemplated above.
- Strategic launch planning session with the Implementation Manager & team to align implementation timing and coaching content with CoA's goals.
- A customized launch plan designed to meet the CoA's success criteria including:
 - A tailored coaching session program to meet CoA's team's needs. Includes up to 30 hours of coaching.
 - A review of CoA's workflows to optimize efficiencies.
 - A detailed delivery summary to support a successful and on-time launch.
 - Roadmap including: key tasks, deadlines, and responsibilities.
- Proactive pre and post Go-Live check-ins - weekly strategy sessions with the Implementation Manager to track progress, mitigate risks, and support a successful transition to Clio.
- Coordination of any Third-Party Clio Certified Consultants.

The following items are not included in the implementation services contemplated under this SOW:

- Custom software development
- Legal, compliance, or regulatory consultation
- Services provided by selected Third-Party Certified Consultants

e) Document Migration

Clio will perform data migration from external spreadsheets into Clio Manage, which will include the items contemplated below. Notwithstanding the foregoing, Clio is not responsible for, and has no control over, CoA's source system and its export functionality. While Clio will take commercially reasonable steps to assist CoA with exporting data from CoA's source system, Clio is not responsible or liable for errors, obstacles, delays or failures caused or contributed to by CoA's source system. Clio's obligations contemplated in this SOW are only in respect of data that has been, or can be, successfully exported from CoA's source system.

- Documents
 - Documents
 - Documents metadata (document category, author, created date, last modified date, filename if applicable)

6. **Assumptions and Conditions.** The delivery of Professional Services hereunder is subject to the assumptions and conditions set forth below:

- Migration quality is dependent on getting access to source data, source system quality, formatting and consistency of records, and identifiable relationships or folder names between items (example, Contracts or Matters).
- Clio will make reasonable attempts to provide available export consultation times during business hours, 5 days a week. CoA must provide 24-hour notice of cancellation prior to an export consultation.
- Clio is not responsible for data, folder or document cleanup, document or record matching or duplication resolution, changes to records, or data entry quality issues.
- Issues caused by the source software due to bugs/errors are the responsibility of CoA and its vendors, and CoA is responsible for resolving the same in a timely manner.
- Speed of the migration is dependent on document volume (size & count), as well as CoA internet upload speeds and infrastructure. Clio will provide more accurate timelines post-analysis and review of CoA documents, provided that CoA understands that while Clio will use commercially reasonable efforts to meet the timelines contemplated in this SOW, Clio makes no actual timeline commitments in connection with the delivery of these Professional Services due to the unknown state of CoA's source system and data at this time.
- All Professional Services contemplated hereunder shall be performed remotely except as explicitly defined herein or upon mutual agreement of the parties.

7. **Customer Responsibilities.** CoA shall reasonably cooperate with Clio in the provision of Professional Services and shall:

- identify & assign a dedicated project lead.
- identify & assign subject matter experts, as needed.
- provide necessary access to systems and data in a timely manner.
- identify and provide contact persons and information for each Third-Party Clio Certified Consultant that will be coordinating implementation efforts.

- In connection with all data migration services: (a) identify a Data Migration Stakeholder available for attending consult and export calls, answering questions, providing clarification related to data migration, and reviewing the data, post import into Clio, for accuracy; (b) ensure that any migration issues are identified to Clio within three (3) days after import, otherwise, the work is deemed complete; (c) perform manual data or folder cleanup or record matching required due to poor quality data from the source system, on a timely basis; (d) be responsible for ensuring access to CoA's source data is provided in a timely manner.
- be responsible for providing internet access from its server and/or local machine to upload documents to Clio's secure environment.
- be responsible for any manual folder or document cleanup or folder matching due to poor quality data from the source system, if required.
- be responsible for storing any documents that are unsupported by Clio Manage, outside of Clio Manage (ex. over 5GB).
- be responsible for ensuring access to CoA documents is provided in a timely manner.

CoA understands and agrees that time is of the essence with respect to its responsibilities outlined in this Section.

8. SOW Term. The term of this SOW (the "SOW Term") starts on the Effective Date (as defined below) and continues until the date of completion of CoA's migration as contemplated hereunder.

9. Fees. There are no fees payable under this SOW.

10. Change Management. Any changes to the scope of this SOW following execution hereof may delay project dates resulting in additional fees, and elevated risk of delay to project completion. Changes to the project scope, project dates, and any associated additional charges and/or costs must be mutually agreed upon in writing via an amendment to this SOW, which is signed by authorized representatives of each party. Change to the SOW scope of work are subject to resource availability.

IN WITNESS WHEREOF, the parties hereto have entered into this SOW by their duly authorized representatives as of the date of the last signature below (the "Effective Date").

County of Albany

By: _____

Name:

Title:

Date:

Themis Solutions Inc. dba Clio

By: _____

Name:

Title:

Date:

Contract #: 2025-1820

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Public Defender A1170

Date Submitted: 12/23/2025

Contact Person: [Keith Bulatao]

Contact Phone: 518-447-7771

Vendor Info: Gideon's Promise, Inc.

Estimated Amount: 39000

Scope of Services: Gideon's Promise MOU for Core 101 Class of 2026

Budget Line Item: A9.1170.44039

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



YORDEN C. HUBAN, ESQ.
PUBLIC DEFENDER

COUNTY OF ALBANY
OFFICE OF THE PUBLIC DEFENDER
112 STATE STREET
ALBANY, NEW YORK 12207-2021
PHONE: (518) 447-7150 | FAX: (518) 447-5533
www.albanycounty.com

January 21, 2026

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

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

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

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

On behalf of the Public Defender's Office, I am requesting authorization to enter into a memorandum of understanding with Gideon's Promise for two public defenders to be provided twenty-four days of training between January 2026 and July 2028, including an orientation from January 23 through January 25, 2026, a two-week initial training in July 2026, and four subsequent weekends offered semi-annually.

In addition to providing valuable training for the two public defenders, the Office's participation in the program contributes to the Office's qualification for Gideon's Promise Law School Partnership Program, which provides fellows to public defender offices.

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

Sincerely,

Yorden C. Huban, Esq.
Public Defender

Memorandum of Understanding

Gideon's Promise and Albany County Public Defender's Office

Gideon's Promise will agree to accept Veronica Esteves and Isaiah Gonzales for admission to the Class of 2026. The total cost of the CORE 101 Program is \$22,500 per person, not including travel and transportation. Gideon's Promise agrees to provide each of these two public defenders a scholarship to cover all but \$13,000 per person. The Albany County Public Defender's Office agrees to pay \$13,000 for each of these public defenders towards the cost of tuition. The Albany County Public Defender's Office also agrees to cover the cost of travel and transportation for these two public defenders for all required training sessions.

The public defenders will be provided twenty-four days of training between January 2026 and July 2028, including an orientation from January 23-25, 2026, a two-week initial training July 11-25, 2026, and four subsequent weekends offered semi-annually thereafter.

The Albany County Public Defender's Office agrees to pay \$13,000 per public defender in total by paying in six installments in the following order: Payment 1 - \$1,300; Payment 2 - \$7,540; Payment 3 - \$1,040; Payment 4 - \$1,040; Payment 5 - \$1,040; and Payment 6 - \$1,040. Each installment shall be paid at least 30 days prior to the corresponding training session: Training Session 1 will be in January 2026; Training Session 2 will be in July 2026; Training Session 3 will be in January 2027; Training Session 4 will be in July 2027; Training Session 5 will be in January 2028; and Training Session 6 will be in July 2028.

If any public defender withdraws from the Gideon's Promise training 31 or more days prior to the start of the January 2026 training event, there will be a \$500 administrative fee (20% of the \$2500 actual cost of the Orientation). If a participant withdraws from the January 2026 training less than 30 days before the beginning of that event, there will be a \$1250 administrative fee (50% of the \$2500 actual cost of the Orientation).

If any public defender withdraws from Gideon's Promise after Orientation but 31 or more days prior to the start of the Summer Institute, there will be a \$2400 administrative fee (20% of the \$12,000 actual cost of the program). If a participant withdraws from the Gideon's Promise training less than 30 days before the beginning of Summer Institute, there will be a \$6000 administrative fee (50% of the \$12,000 actual cost of the program).

Any scholarship awarded by Gideon's Promise will be used to cover training costs once the portion used by the office has been exhausted.

After applying any applicable administration fees, the remainder of any unused funds submitted to Gideon's Promise, will be applied towards any future Gideon's Promise programming.

ALBANY COUNTY PUBLIC DEFENDER'S OFFICE

GIDEON'S PROMISE, INC.

SIGNATURE: _____

BY: _____

NAME: _____

NAME: Jarrett Ransom

TITLE: _____

TITLE: Interim CEO

DATE: _____

DATE: _____



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Yordan C. Huban
Albany County Public Defender

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 22, 2026

RE: Sole Source Form Justification-Gideon's Promise

I am in receipt of your sole source form for Gideon's Promise in the amount of \$26,000.00

As this CORE 101 program is unique with one of a kind training program along with providing scholarships I concur with your sole source justification.

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

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV: Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need *and* there is only one vendor who can provide the good or service.

Department: Public Defender's Office

Contact Name: Keith Bulatao

Phone #: 518-447-7771

Requisition #: NA

Describe in detail the products and/or services to be procured:

Gideon's Promise will agree to accept Veronica Esteves and Isaiah Gonzales for admission to the Class of 2026. The total cost of the CORE 101 Program is \$22,500, not including transportation. Gideon's Promise agrees to provide each of these two public defenders a scholarship to cover all but \$13,000. The Albany County Public Defender's Office agrees to pay \$13,000 for each of these public defenders towards the cost of tuition. The Albany County Public Defender's Office also agrees to cover the cost of transportation for these two public defenders for all required training sessions. The public defenders will be provided twenty-four days of training between January 2026 and July 2028 including a two-week initial training in July 2026, and four subsequent weekends offered semi-annually.

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

As part of the Office's plans to improve attorney recruitment, retention, and training, we have begun a unique partnership with Gideon's Promise, which includes Gideon's Promise providing fellows to public defender offices through their Law School Partnership Program. Participation in Gideon's Promise's Core 101, Trainer Development, and Leadership Development trainings are all required for inclusion in the Law School Partnership Program.

The CORE 101 training for new public defenders begins with a three day orientation in January, followed by a two-week intensive training in July. Much of training takes place in workshops with low student- to-faculty ratios in which hands on learning is emphasized. Participants are often on their feet doing in- court simulations and role- playing exercises, after which a faculty member might lead a facilitated discussion about the exercise.

In addition to providing top-notch criminal defense instruction, Summer Institute is intended to instill a sense of public defender pride among attendees, while building community both among new public defenders and between new public defenders and their more experienced counterparts.

Following the two-week Summer Institute, CORE 101 members return for a weekend of training and community building in January. The class will meet every six-months for the next two years. CORE 101 takes place over a period of three years. Attorneys pick from a variety of sessions to participate in during Winter Institute, many of which are eligible for CLE credit.

These weekends, which occur every January and July, provide an opportunity to reconnect with CORE 101 classmates, and forge new connections with CORE 101 members from different classes, while brushing up on critical skills.

Vendor Name: Gideon's Promise Inc.

Vendor Address: 101 Marietta Street, NW, Suite 250, Atlanta, GA 30303

Phone: 404-525-4505

Fax: _____

Product Needed by date: 1/15/26

Estimated Total Dollars for this procurement: \$26,000.00

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- ☐ The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- ☐ The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- ☐ Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- ☐ Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- ☐ Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- ☒ Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee:

Yorden C. Huban

Signature:

Yorden C. Huban

1-15-26

Vendor Sole Source Status

Gideon's Promise offers a unique, one-of-a-kind training program and partnership for Public Defender's Offices that cannot be obtained from any other vendor.

Contract #: 2026-0043

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works D5010

Date Submitted: 01/08/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Safety-Kleen Systems Inc.

Estimated Amount: 36000

Scope of Services: Safety-Kleen

Budget Line Item: DM5130.44999

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: January 8, 2026

Re: Contract Request

The Public Works Department respectfully requests approval to enter into a contract with Safety Kleen for the removal of hazardous waste as listed on the bid form as requested by Public Works and the Water Purification District's North and South Plant.

The Purchasing Agent received two (2) bids of which Safety Kleen was the lowest bidder. The Department of Public Works would like to recommend Safety Kleen for the award of bid RFB#2025-160) for a three (3) year term (February 1, 2026 - January 31, 2029) not to exceed \$12,000/year.

If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES
PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Christine Tashjian
Public Works

FROM: Tina King
Purchasing Department

DATE: December 4, 2025

RE: Request for Bids #2025-160
Hazardous Waste Removal

Enclosed please find the tabulation of bids received for your RFB # 2025-160, Hazardous Waste Removal. Two (2) bids were received from Safety-Kleen and Sun Enviromental. Please review and return your recommendation for award to the Purchasing Agent.

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

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

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

enc.

Public Works**Safety Kleen****Sun Environment**

Description of Service	Price Per Gallon	Price Per Gallon
Shop Floor Drains, Runoff	1.44	0.62
Oil/Water Separator	1.44	0.62
Description of Service	Hourly Cost	Hourly Cost
Vac Truck Service Charge	201.00 per hoour	380 portal to portal
Description of Service	Cost Per Service	Cost Per Service
High Pressure Parts Washer	250	440
Immersion Cleaner Customer owned	150	440
MDL 14 with Solvent on Stand	116.67 per unit	1008
MDL 30 Sink on Drum Parts Washer	116.67 per unit	1320
Gun Cleaner or 1055W/HD Recycle #87020 for paint sprayer	290.16	300

Description of Service	Price Per Gallon	Price Per Gallon
Antifreeze	1	4.07 \$128 minimum per 55 gal drum
Used Oil 500 Gallon Holding Tank	0.6	0.62 \$1,500 minimum
Used Oil Filters in 55 Gallon Drum	90.00 per drum	726 per drum

Water Purification**District North and South****Plant**

	Price Per Gallon or Drum	Price Per Gallon or Drum
Parts Washers (30 gallons each)	175 per unit	440
Antifreeze	1.00 per gallon	128
Used Oil in 55 Gallon Drums	.60 per gallon	128
Used Oil Filters	90.00 per drum	726



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner *LR*

DATE: December 5, 2025

RE: RFB #2025-160
Hazardous Waste Removal

After review of the bid results for the above referenced bid, I would like to recommend Safety Kleen for the award of this bid for a three year term from the date of award not to exceed \$12,000.00 yearly.

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

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo
Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 16, 2025

RE: RFB# 2025-160 Hazardous Waste Removal

I am in receipt of your recommendation to award the aforementioned to Safety-Kleen Systems, Inc for the amount of not to exceed \$12,000.00 yearly. This will be a three-year contract.

Contract term is February 1, 2026 – January 31, 2029

As the Safety-Kleen Systems, Inc is the low responsive and responsible bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

REQUEST FOR BIDS

PUBLIC WORKS AND WATER PURIFICATION DISTRICT



RFB #2025-160

HAZARDOUS WASTE REMOVAL

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Hazardous Waste Removal

RFB NUMBER: 2025-160

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB # 2025-160

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2025-160

Sealed Bids for **Hazardous Waste Removal** as requested by **Public Works and the Water Purification District's North and South Plant** will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, November 20, 2025.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on Thursday, November 6, 2025.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
October 31, 2025

PUBLISH ONE DAY – November 6, 2025 -- THE EVANGELIST
PUBLISH ONE DAY – November 6, 2025 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Hazardous Waste Removal**
- 1.2 Requesting Department: **Public Works and Water Purification District**
- 1.3 Bid Number: **2025-160**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **the removal of hazardous waste as listed on the bid form** as requested by **Public Works and the Water Purification District's North and South Plant**
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, NOVEMBER 20, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820 Please make note of the new room number**
Albany, NY 12207

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

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

SECTION 5: TERM OF BID

5.1 The bid shall be for the period of **Three Years** from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT NEEDED

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT NEEDED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 17: AWARD OF BID

- 17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

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

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability, policies. **The bid number must appear on policy.**

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

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

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

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

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

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: NOT NEEDED

SECTION 31: INTERPRETATION

- 31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own

organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: NOT NEEDED

SECTION 35: NOT NEEDED

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**
Bid Number: **2025-160**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

BF2

Public Works

Description of Service	Price Per Gallon	Approximate Gallons	Total
Shop Floor Drains, Runoff	\$	310	
Oil/Water Separator	\$	1500	
Description of Service	Hourly Cost	Estimated Number of Hours	Total
Vac Truck Service Charge	\$	As Needed	
Description of Service	Cost Per Service	Service Frequency in Weeks	Units
Immersion Cleaner Customer owned	\$	As Needed	1 Unit
MDL 14 with Solvent on Stand	\$	every 16 weeks	3 Units
MDL 30 Sink on Drum Parts Washer	\$	every 16 weeks	3 Units
Gun Cleaner or 1055W/HD Recycle #87020 for paint sprayer	\$	every 16 weeks	

Description of Service	Price Per Gallon	Service Frequency in Weeks	
Antifreeze	\$	pick up as needed	
Used Oil 500 Gallon Holding Tank	\$	pick up as needed	
Used Oil Filters in 55 Gallon Drum	\$	pick up as needed	

Water Purification District North and South Plant

	Price Per Gallon or Drum	Service Frequency in Weeks	Units
Parts Washers (30 gallons each)	\$	every 24 weeks	3 Units
Antifreeze	\$	pick up as needed	
Used Oil in 55 Gallon Drums	\$	pick up as needed	
Used Oil Filters	\$	pick up as needed	

	Price Per lab vial	Service Frequency	Estimated Vials
Expired Lab Reagent	\$	Once per year	15

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**
Bid Number: **2025-160**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

COUNTY OF ALBANY

HAZARDOUS WASTE REMOVAL

RFB 2025-160

ADDENDUM #1

November 13, 2025

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 13 day of November 2025, in connection with the Request for Bids 2025-160 as requested by the Department of Public Works and Water Purification District.

COUNTY OF ALBANY

**HAZARDOUS WASTE REMOVAL
RFB 2025-160**

ADDENDUM #1

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

ITEM #1: • Could you clarify the source of the oil? Is it sourced directly from your sites.

Answer #1: All used oil comes from County Trucks or various process equipment (ie, pumps, gear boxes).

ITEM #2: For any of these sites do you have customer/ citizen drop off or is this all coming from your county vehicles/equipment?

Answer #2: Albany County does not have citizen drop off locations

ITEM #3: We would like to ask if it's possible to extend the submission deadline?

Answer #3: Yes, we can extend the date as follows.

Sealed Bids for **Hazardous Waste Removal** as requested by **Public Works and the Water Purification District's North and South Plant** will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, December 4, 2025.

End of Addendum # 1

COUNTY OF ALBANY

HAZARDOUS WASTE REMOVAL

RFB 2025-160

ADDENDUM #2

November 24, 2025

The following Addendum No. 2 consisting of fifteen (15) pages (including this cover page) is hereby issued on the 24 day of November 2025, in connection with the Request for Bids 2025-160 as requested by the Department of Public Works and Water Purification District.

COUNTY OF ALBANY

**HAZARDOUS WASTE REMOVAL
RFB 2025-160**

ADDENDUM #2

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

ITEM #1: • Who is the current vendor / incumbent?

Answer #1: Safety-Kleen

ITEM #2: Can we have the current contract copy

Answer #2: Yes, see pages 3-14

ITEM #3: What is the Annual spent / last 3 invoices ?

Answer #3: N/A

ITEM #4: • What is the budgetary number for the services in 2025?

Answer #4: N/A

ITEM #5: Could you please provide clarification on the specific service locations for this contract?

Answer #5: DPW 449 New Salem Rd. Voorheesville, NY 12186

WPD: 1 Canal Road South Albany NY 12204

ITEM #6: What specific chemicals need to be picked up?

Answer #6: Used motor oil/filter/antifreeze. Lab chemical have been removed from this bid

ITEM #7: • What is the quantity - a drum, a few chemicals, or an entire cabinet cleanout?

Answer #7: DPW: - Used Oil Filters(275 Gal Drum), 500 Gal Tank for used motor oil and 2 55 Gal Drums for used anti-freeze

WPD: Used motor oil/filters will be in 55 gallon drums. Lab chemicals have been removed from this bid.

ITEM #8: Please confirm if any alternate models can be proposed?

Answer #8: Yes alternate models of MDL 30 Sink, MDL14 with Solvent on Stand and Gun Cleaner can be used

ITEM #9:. Could you please elaborate on the scope of work? Specifically, are the wastes already packed and ready for pickup, or will our team be responsible for packing them?

Answer #9: Services shall be as described in the bid documents

ITEM #10: • For antifreeze, used oil, and used oil filters, what quantities or volumes will be picked up at each service?

Answer #10: As needed refer to quantity sizes of Used Oil Filter Tote, Motor Oil and Anti-freeze

ITEM #11: For the expired lab reagents, is there a standard list or schedule for pickup. Can you provide details of the chemicals involved?

Answer #11: See page 15 Chemical disposal has been removed from this bid

ITEM #12: With the long weekend approaching next week, would it be possible to consider a brief extension(one week addition) on the submission deadline?

Answer #11: Bid are 11:00 AM, local time on Thursday, December 4, 2025.

End of Addendum # 2

Provided
By Vendor

Public Works

Clean Harbors

Description of Service	Price Per Gallon	Approximate Gallons	Total
Shop Floor Drains, Runoff	\$ 1.60	310	\$ 176.00
Oil/Water Separator	\$ 1.60	1500	\$ 2,400.00
Description of Service	Hourly Cost	Estimated Number of Hours	Total
Vac Truck Service Charge	\$ 156.00	3 Hours	\$ 468.00
Description of Service	Cost Per Service	Service Frequency in Weeks	Units
Immersion Cleaner Customer owned	N/A	not in service	1 Unit
MDL 14 with Solvent on Stand	\$ 175.00	every 12 weeks	3 Units
MDL 30 Sink on Drum Parts Washer	\$ 175.00	every 12 weeks	3 Units
Gun Cleaner or 1055W/HD Recycle #87020 for paint sprayer	\$ 372.00	every 12 weeks	1 unit
Description of Service	Price Per Gallon	Service Frequency in Weeks	Based on 200 Gallons
Antifreeze	\$ 1.00	every 24 weeks	\$ 200.00
Used Oil 500 Gallon Holding Tank	\$ 0.41	every 24 weeks	
Used Oil Filters in 55 Gallon Drum	\$85.00 Per Drum		

Water Purification District North and South Plant

	Price Per Gallon or Drum	Service Frequency in Weeks	Units
Parts Washers	\$ 175.00	every 12 weeks	2 Units
Antifreeze	\$		
Used Oil in 55 Gallon Drums	\$		
Used Oil Filters	\$		

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND SAFETY-KLEEN SYSTEMS, INC.
FOR HAZARDOUS WASTE REMOVAL SERVICES
FOR THE ALBANY COUNTY DEPT OF PUBLIC WORKS
AND THE ALBANY COUNTY WATER PURIFICATION DISTRICT

CONTRACT NO. 2023-757

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County") and Safety-Kleen Systems, Inc., a Wisconsin corporation registered to do business in New York, with a principal place of business located at 42 Longwater Drive, Norwell, MA 02061 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty," and together as the "[P]arties).

WITNESSETH:

WHEREAS, the Albany County Department of Public Works (hereinafter, the "DPW") and the Albany County Water Purification District (hereinafter, the "ACWPD") require hazardous waste removal at their respective sites; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a request for bids for the aforesaid hazardous waste removal, said request having been denominated as RFB #2022-138, issued on November 9, 2022, and advertised on November 17, 2022 (hereinafter, the "RFB"); and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFB, the first on November 18, 2022 (hereinafter, the "Addendum #1), and the second on December 1, 2022 (hereinafter, the "Addendum #2," and together with the Addendum #1, may be referred to herein as the "Addenda"); and

WHEREAS, the Contractor has submitted a bid on December 15, 2022 to provide the aforesaid hazardous waste removal (hereinafter, the "Bid"); and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement, the RFB, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addenda, in the following order: the Addendum #2, the Addendum #1; 3) the RFB; 4) the Bid.

ARTICLE 2. SCOPE OF WORK

2.1 Consistent and together with the Addenda, the Contractor shall provide all of the hazardous waste removal described in the RFB, as listed on the Bid, and as requested by the County (hereinafter, the "work"); provide the work in the manner described in the RFB; meet all of the RFB's terms, conditions, requirements, provisions, etc.; provide any and all equipment, supplies, labor, goods, materials and incidentals necessary to perform all the work; and the work shall include, but is not limited to, the following:

2.1.1 Removal of used antifreeze, used oil filters, and used motor oil, used antifreeze, paint waste, and waste collection from the DPW and ACWPD parts cleaning machines and their vacuum trucks.

2.1.2 Recycling of oils, filters, and antifreeze.

2.2 While providing removal of the hazardous waste described in Paragraph 2.1, the Contractor shall ensure the following:

2.2.1 Compliance with all applicable federal, state, and local laws.

2.2.2 Perform service pickups per the frequency listed on the Bid, at times when containers are full, and upon the request of DPW or ACWPD.

2.2.3 Pickup used motor oil for recycling. The Contractor shall offer a per gallon price which it shall pay to the County or deduct from the County's quarterly bill.

2.2.4 Pickup, remove, and dispose of wastes at the cost specified in the Bid. When required, the Contractor shall provide collection containers (i.e., drums) in the sizes specified in the Bid, as part of the disposal.

2.3 the work involves the transportation and disposal of waste, the County shall provide Contractor with a description of said waste ("Waste Profile"). Upon approval by Contractor, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Contractor to be non-conforming, if in Contractor's possession, shall be prepared for lawful transportation by Contractor and returned to the County within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. County shall pay Contractor at

agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with County. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Notwithstanding anything to the contrary, County shall be solely responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances arising out of or related to non-conforming waste materials.

23 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the "extra work") unless it has obtained prior written approval from DPW or ACWPD.

24 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed TWENTY NINE THOUSAND AND 00/100 DOLLARS (\$29,000.00) for all work, goods and services rendered under this Agreement, billable in accordance with the pricing described in the Bid.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to DPW or the ACWPD, and after review and acceptance by the County of the claim form. The County shall make all payment to Contractor within thirty (30) days of receipt of said claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence February 1, 2023 and continue in effect through January 31, 2026.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

work in whole or in part for such period of time as the County may determine.

6.12 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications or requirements, the County may terminate this Agreement after providing 30-60 days written notice of termination, and employ another contractor to fulfill its requirements.

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE; BONDS

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

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a].

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

27.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by the County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

27.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

27.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter, the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

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

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

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

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

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

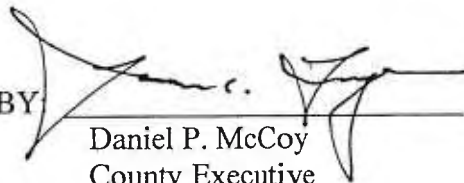
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

6/26/2023

BY: _____



Daniel P. McCoy
County Executive

or

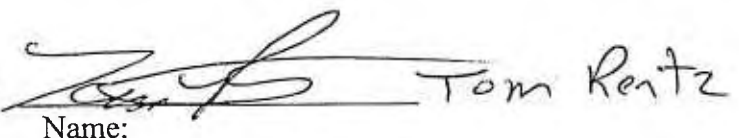
Daniel C. Lynch
Deputy County Executive

SAFETY-KLEEN, INC.

DATED: _____

June 9, 2023

BY: _____



Name:

District Vice President

Title:

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

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 26th day of June, 2023, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

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

On the 9th day of June, 2023, before me, the undersigned, personally appeared Thomas M Rente personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

VADAN M PATEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PA6414590
Qualified in Onondaga County
My Commission Expires 03-22-2025

25

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries with limits as prescribed by the relevant state statute.
2. Automobile Liability Insurance: A policy or policies with the limits of \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

COUNTY OF ALBANY

HAZARDOUS WASTE REMOVAL

RFB 2025-160

ADDENDUM #3

December 1, 2025

The following Addendum No. 3 consisting of ten (10) pages (including this cover page) is hereby issued on the 1 day of December 2025, in connection with the Request for Bids 2025-160 as requested by the Department of Public Works and Water Purification District.

COUNTY OF ALBANY

**HAZARDOUS WASTE REMOVAL
RFB 2025-160**

ADDENDUM #3

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

ITEM #1: What material (solvent, soap) is being used in the Parts Washers?

Answer #1: QSOL 300 SOLVENT SDS page 3 - 10

ITEM #2: What is the expired lab reagent & what are the size of the vials?

Answer #2: Removed from bid see Addendum#2

ITEM #3: Are all oil drums/filters/used oil in tanks assumed Non-Haz?

Answer #3: YES ASSUMED NON-HAZARDOUS

ITEM #4: Please provide the SDS sheets for the following, we will need product details to generate accurate disposal cost?

Answer #4: Immersion cleaner - 3 OF MODEL 14 WITH QSOL 300 NY – 3 OF MODEL 30 PARTS WASHER QSOL NY

Gun cleaner #87020 1 1055 COMBO GC SVC. W/ ACETONE

Material (solvent, soap) is being used in the Parts Washers SOLVENT

Antifreeze USED ANTIFREEZE 2 55 GAL. DRUMS.

End of Addendum # 3



QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Revision Date: 07/01/2022

Date of Issue: 12/01/1989

Supersedes Date: 06/01/2021

Version: 1.0

SECTION 1: IDENTIFICATION

1.1. Product Identifier

Product Form: Mixture

Product Name: QSOL™ 300 CLEANING SOLVENT

Product Code: 6660

Synonyms: Cyclic, branched, or linear, completely methoxylated siloxanes (VMS)

SDS No.: 82836

1.2. Intended Use of the Product

Cleaning and degreasing metal parts. QSOL 300 Cleaning Solvent consists of cyclic completely methoxylated siloxanes that do not participate in atmospheric photochemical reactions, and are therefore exempted from the definition of a regulated VOC (Volatile Organic Compound) under federal and state regulations. The virgin solvent is qualified under U.S. Military Detail Specification MIL-PRF-32295 as a non-aqueous, low VOC, HAP-free cleaner and is included on the U.S. Military Qualified Products List (QPL). For professional use only.

1.3. Name, Address, and Telephone of the Responsible Party

Manufacturer

Safety-Kleen Systems, Inc.

42 Longwater Drive

Norwell, MA 02061-9149

U.S.A

1-800-669-5740

www.safety-kleen.com

Supplier (in Canada)

Safety-Kleen Canada, Inc.

25 Regan Road

Brampton, Ontario L7A 1B2

Canada

1-800-669-5740

www.safety-kleen.com

1.4. Emergency Telephone Number

Emergency Number : 1-800-468-1760

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the Substance or Mixture

GHS-US/CA Classification

Flam. Liq. 4 H227

Repr. 2 H361

Full text of hazard classes and H-statements : see section 16

2.2. Label Elements

GHS-US/CA Labeling

Hazard Pictograms (GHS-US/CA) :



GHS08

Signal Word (GHS-US/CA) : Warning

Hazard Statements (GHS-US/CA) : H227 - Combustible liquid.

H361 - Suspected of damaging fertility or the unborn child.

Precautionary Statements (GHS-US/CA) : P201 - Obtain special instructions before use.

P202 - Do not handle until all safety precautions have been read and understood.

P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.

P280 - Wear protective gloves, protective clothing, and eye protection.

P308+P313 - If exposed or concerned: Get medical advice/attention.

P370+P378 - In case of fire: Use appropriate media (see section 5) to extinguish.

P403 - Store in a well-ventilated place.

P405 - Store locked up.

P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

2.3. Other Hazards

This product contains a siloxane compound which may generate formaldehyde vapors when exposed to temperatures exceeding 302°F in the presence of air. Formaldehyde is a known cancer hazard, causes irritation and sensitization to the respiratory system, causes throat irritation, and is extremely toxic. Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

2.4. Unknown Acute Toxicity (GHS-US/CA)

No additional information available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1. Substance

Not applicable

3.2. Mixture

Name	Synonyms	Product Identifier	% *	GHS Ingredient Classification
Decamethylcyclopentasiloxane	Cyclopentasiloxane, decamethyl- / Cyclopentasiloxane, 2,2,4,4,6,6,8,8,10,10-decamethyl- / CYCLOPENTASILOXANE / Cyclopentasiloxane / 2,2,4,4,6,6,8,8,10,10-Decamethylcyclopentasiloxane / D5 /	(CAS-No.) 541-02-6	97.5 – 100	Flam. Liq. 4, H227 Aquatic Chronic 4, H413
Cyclosiloxanes, dimethyl-	Cyclopolydimethylsiloxane / Cyclosiloxanes, dimethyl / Polydimethylcyclosiloxane / Cyclic dimethyl polysiloxane / Cyclomethicone /	(CAS-No.) 69430-24-6	≤3	Flam. Liq. 3, H226 Repr. 2, H361 Aquatic Acute 3, H402 Aquatic Chronic 3, H412

Full text of H-statements: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

SECTION 4: FIRST AID MEASURES

4.1. Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: If inhaled, remove to fresh air and keep at rest in a position comfortable for breathing. Ventilate the area. Obtain medical attention.

Skin Contact: Take off contaminated clothing and wash it before reuse. Wash with plenty of soap and water. If exposed or concerned: Get medical advice/attention.

Eye Contact: Rinse cautiously with water for at least 5 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation develops or persists.

Ingestion: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

4.2. Most Important Symptoms and Effects Both Acute and Delayed

General: Suspected of damaging fertility or the unborn child.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: Suspected of damaging fertility or the unborn child.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

5.1. Extinguishing Media

Suitable Extinguishing Media: Carbon dioxide, dry chemical, foam, water spray, fog.

Unsuitable Extinguishing Media: Do not use a heavy water stream. A heavy water stream may spread burning liquid.

QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Combustible liquid and vapor. Vapors are heavier than air and may travel considerable distance to an ignition source and flash back to source of vapors.

Explosion Hazard: May form flammable or explosive vapor-air mixture.

Reactivity: Reacts violently with strong oxidizers. Increased risk of fire or explosion.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Move container from fire area if it can be done without risk. Fight fire from the maximum distance possible, or use unmanned hose holders or monitor nozzles. Cool containers by flooding them with large quantities of water until well after fire is out. Leave the area immediately if you hear a rising sound from venting safety devices or see discoloration of the tank. Keep upwind. Avoid inhalation of material or combustion by-products. In case of major fire and large quantities: Evacuate area.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Carbon oxides (CO, CO₂). Silicon oxides. Irritating or toxic vapors. Formaldehyde. Formaldehyde is a known cancer hazard, causes irritation and sensitization to the respiratory system, causes throat irritation, and is extremely toxic.

5.4. Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Ventilate spillage area. Do not breathe vapor, mist or spray. Keep away from heat, hot surfaces, sparks, open flames, and other ignition sources. Use special care to avoid static electric charges. No smoking.

6.1.1. For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE) in accordance with Section 8.

Emergency Procedures: Evacuate unnecessary personnel. Stop leak if safe to do so.

6.1.2. For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

Eliminate ignition sources first, then ventilate the area.

6.2. Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

6.3. Methods and Materials for Containment and Cleaning Up

For Containment: As an immediate precautionary measure, isolate spill or leak area in all directions. Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. Use only non-sparking tools. Do not touch or walk on the spilled product.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. A vapor suppressing foam may be used to reduce vapors. Absorb and/or contain spill with inert material. Do not take up in combustible material such as: saw dust or cellulosic material. Transfer spilled material to a suitable container for disposal. Use only non-sparking tools. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for Safe Handling

Additional Hazards When Processed: Handle empty containers with care because residual vapors are flammable.

Precautions for Safe Handling: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes, on skin, or on clothing. Do not breathe mist, spray or vapors. Take precautionary measures against static discharge. Use only non-sparking tools. Do not eat, drink or smoke when using this product. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Take action to prevent static discharges. Ground and bond container and receiving equipment. Use explosion-proof electrical, ventilating, and lighting equipment. Comply with applicable regulations.

QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Storage Conditions: Store in a dry, cool place. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials. Keep away from flame, sparks, excessive temperatures and open flame. Do not pressurize, cut, heat or weld containers. Store only in approved containers. Keep container closed and clearly labeled. Keep in fireproof place. Store in a well-ventilated area. Store locked up/in a secure area.

Incompatible Materials: Strong acids, strong bases, strong oxidizers.

7.3. Specific End Use(s)

Cleaning and degreasing metal parts. Cleaning printing equipment. QSOL 300 Cleaning Solvent consists of cyclic completely methoxylated siloxanes that do not participate in atmospheric photochemical reactions, and are therefore exempted from the definition of a regulated VOC (Volatile Organic Compound) under federal and state regulations. This solvent is qualified under U.S. Military Qualified Products List (QPL). If this product is used in combination with other products, refer to the Safety Data Sheet for those products. For professional use only.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), or Canadian provincial governments.

Decamethylcyclopentasiloxane (541-02-6)		
USA AIHA	WEEL TWA [ppm]	10 ppm

8.2. Exposure Controls

Appropriate Engineering Controls: Suitable eye/body wash equipment should be available in the vicinity of any potential exposure. Provide adequate general and local exhaust ventilation. Gas detectors should be used when flammable gases or vapors may be released. Proper grounding procedures to avoid static electricity should be followed. Use explosion-proof equipment. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Safety glasses with side shields. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye and Face Protection: Safety glasses with side shields, or goggles, are recommended.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Consumer Exposure Controls: Wear recommended personal protective equipment.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, colorless
Odor	: Slight lime odor
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: -38 °C (-36.4 °F)
Freezing Point	: -38 °C (-36.4 °F)
Boiling Point	: 210 °C (410 °F)
Flash Point	: 77 °C (170.6 °F)
Auto-ignition Temperature	: No data available

QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Decomposition Temperature	: No data available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: No data available
Upper Flammable Limit	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20°C	: No data available
Relative Density	: No data available
Specific Gravity	: 0.95
Solubility	: Insoluble in water.
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available
Volatile Organic Compounds (As Regulated)	: 100 WT %; 7.9 LB/US gal; 950 g/L As per 40 CFR Part 51.100(s) Vapor Pressure @ 20°C (68°F) = 0.1 mm Hg ; Non-photochemically reactive QSOL 300™ Cleaning Solvent consists of cyclic completely methylated siloxanes that do not participate in atmospheric photochemical reactions, and are therefore exempted from the definition of a regulated VOC (Volatile Organic Compound) under Federal and state regulations. The product complies with the exempted solvent requirements of the Bay Area Air Quality Management District (BAAQMD) Regulation 8, Rule 16, because the cleaning solution is composed of branched, cyclic, or linear complement methylated siloxane (VMS).

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity:

Reacts violently with strong oxidizers. Increased risk of fire or explosion.

10.2. Chemical Stability:

Combustible liquid. May form flammable or explosive vapor-air mixture.

10.3. Possibility of Hazardous Reactions:

Hazardous polymerization will not occur.

10.4. Conditions to Avoid:

Direct sunlight, extremely high or low temperatures, heat, hot surfaces, sparks, open flames, incompatible materials, and other ignition sources.

10.5. Incompatible Materials:

Strong acids, strong bases, strong oxidizers.

10.6. Hazardous Decomposition Products:

Thermal decomposition may produce: Carbon oxides (CO, CO₂). Silicon oxides. Irritating or toxic vapors. Formaldehyde. Formaldehyde is a known cancer hazard, causes irritation and sensitization to the respiratory system, causes throat irritation, and is extremely toxic.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data:

No additional information available

Skin Corrosion/Irritation: Not classified

Eye Damage/Irritation: Not classified

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Suspected of damaging fertility or the unborn child.

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: Prolonged exposure may cause irritation.

QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

Symptoms/Injuries After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Injuries After Eye Contact: May cause slight irritation to eyes.

Symptoms/Injuries After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: Suspected of damaging fertility or the unborn child.

11.2. Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Decamethylcyclopentasiloxane (541-02-6)	
LD50 Oral Rat	> 24134 mg/kg
LD50 Dermal Rabbit	> 2000 mg/kg
LC50 Inhalation Rat	8.67 mg/l/4h
Cyclosiloxanes, dimethyl- (69430-24-6)	
LD50 Oral Rat	> 16 ml/kg
LD50 Dermal Rabbit	> 16 ml/kg

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecology - General: Not classified.

Decamethylcyclopentasiloxane (541-02-6)	
LC50 Fish 1	16 µg/l
NOEC Chronic Fish	15000 ng/l

12.2. Persistence and Degradability

QSOL™ 300 CLEANING SOLVENT	
Persistence and Degradability	Not established.

12.3. Bioaccumulative Potential

QSOL™ 300 CLEANING SOLVENT	
Bioaccumulative Potential	Not established.

12.4. Mobility in Soil

No additional information available

12.5. Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Sewage Disposal Recommendations: Do not dispose of waste into sewer.

Waste Disposal Recommendations: Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations. Refer to manufacturer/supplier for information on recovery/recycling

Additional Information: Handle empty containers with care because residual vapors are flammable.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

14.1. In Accordance with DOT

Proper Shipping Name : COMBUSTIBLE LIQUID, N.O.S.
(Decamethylcyclopentasiloxane; cyclosiloxane, dimethyl)

Identification Number : NA1993

Packing Group : III

Special Provisions: 49CFR173.150. Not regulated for transport in single packages less than 119 US Gal / 450 L (bulk package). Non-bulk packages are not regulated.

14.2. In Accordance with IMDG

Not regulated for transport

14.3. In Accordance with IATA

Not regulated for transport



QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

14.4. In Accordance with TDG

Not regulated for transport

SECTION 15: REGULATORY INFORMATION

15.1. US Federal Regulations

QSOL™ 300 CLEANING SOLVENT	
SARA Section 311/312 Hazard Classes	Health hazard - Reproductive toxicity Physical hazard - Flammable (gases, aerosols, liquids, or solids)
Decamethylcyclopentasiloxane (541-02-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
Cyclosiloxanes, dimethyl- (69430-24-6)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory - Status: Active	
EPA TSCA Regulatory Flag	XU - XU - indicates a substance exempt from reporting under the Chemical Data Reporting Rule, (40 CFR 711).

15.2. US State Regulations

Undecane (1120-21-4) (Recycled product only)
U.S. - New Jersey - Right to Know Hazardous Substance List

15.3. Canadian Regulations

Decamethylcyclopentasiloxane (541-02-6)
Listed on the Canadian DSL (Domestic Substances List)
Cyclosiloxanes, dimethyl- (69430-24-6)
Listed on the Canadian DSL (Domestic Substances List)

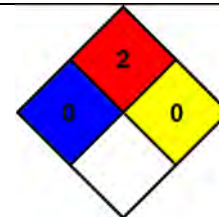
SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision	: 07/01/2022
Indication of Changes	: Review of data; Language modified. 9/8/2022: Update to intended use.
Other Information	: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR) SOR/2015-17.

GHS Full Text Phrases:

Flam. Liq. 3	Flammable liquids Category 3
Flam. Liq. 4	Flammable liquids Category 4
Repr. 2	Reproductive toxicity Category 2
H226	Flammable liquid and vapor
H227	Combustible liquid
H361	Suspected of damaging fertility or the unborn child

NFPA Health Hazard	: 0 - Materials that, under emergency conditions, would offer no hazard beyond that of ordinary combustible materials.
NFPA Fire Hazard	: 2 - Materials that must be moderately heated or exposed to relatively high ambient temperatures before ignition can occur.
NFPA Reactivity Hazard	: 0 - Material that in themselves are normally stable, even under fire conditions.



QSOL™ 300 CLEANING SOLVENT

Safety Data Sheet

According To Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations And According To The Hazardous Products Regulation (February 11, 2015).

The information contained herein is correct to the best of our knowledge, information, and belief and is designed only as guidance for the handling, use, processing, storage, transportation, disposal, and release of the product. User assumes all risks incident to use of this product and shall determine the quality and suitability of the product for its use. Supplier offers no warranty, express or implied, whatsoever, including warranties of merchantability or fitness for a particular purpose or otherwise, and specifically disclaims any and all liability for incidental, consequential, or other damages arising out the use or misuse of the product. The information provided relates only to the specific material provided and may not be valid if used in combination with any other materials or process, unless specified herein.

NA GHS SDS 2015 (Can, US)

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Hazardous Waste Removal

RFB NUMBER: 2025-160

Receipt Confirmation Form

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

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

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

Company Name: Safety - Kleen Systems Inc.

Address: 42 Longwater Drive

City: Norwell State: MA Zip Code: 02061

Contact Person: Kendrick Harrison

Title: Government Account Manager

Phone Number: 3125502820 Fax Number: 866.819.3623 E-Mail: kendrick.harrison@safety-kleen.com

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

☒ Yes / ☐ No

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

Fax Number: _____ ☒ E-Mail: kendrick.harrison@safety-kleen.com

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**
Bid Number: **2025-160**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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
November 13, 2025	Addendum 1
November 24, 2025	Addendum 2
December 01, 2025	Addendum 3

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

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

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

- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
- 7. Communication concerning this Bid shall be addressed to:

Kendrick Harrison - Government Account Manager

Phone: (312) - 550 - 2820

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

Public Works

Description of Service	Price Per Gallon	Approximate Gallons	Total
Shop Floor Drains, Runoff	\$ 1.44 Per Gallon	310	\$ 446.40
Oil/Water Separator	\$ 1.44 Per Gallon	1500	\$ 2,160.00
Description of Service	Hourly Cost	Estimated Number of Hours	Total
Vac Truck Service Charge	\$ 201.00 Per Hour	As Needed	-
Description of Service	Cost Per Service	Service Frequency in Weeks	Units
High Pressure Parts Washer	\$ 250.00	As Needed	-
Immersion Cleaner Customer owned	\$ 150.00	every 16 weeks	1 Unit
MDL 14 with Solvent on Stand	\$ 116.67 Per Unit	every 16 weeks	3 Units
MDL 30 Sink on Drum Parts Washer	\$ 116.67 Per Unit	every 16 weeks	3 Units
Gun Cleaner or 1055W/HD Recycle #87020 for paint sprayer	\$ 290.16	every 16 weeks	

Description of Service	Price Per Gallon	Service Frequency in Weeks	-
Antifreeze	\$ 1.00	pick up as needed	
Used Oil 500 Gallon Holding Tank	\$0.60	pick up as needed	
Used Oil Filters in 55 Gallon Drum	\$ 90.00 per drum	pick up as needed	

Water Purification

District North and South Plant

	Price Per Gallon or Drum	Service Frequency in Weeks	Units
Parts Washers (30 gallons each)	\$175.00 Per Unit	every 24 weeks	3 Units
Antifreeze	\$1.00 per gallon	pick up as needed	
Used Oil in 55 Gallon Drums	\$ 0.60 per gallon	pick up as needed	
Used Oil Filters	\$ 90.00 per drum	pick up as needed	

	Price Per lab vial	Service Frequency	Estimated Vials
Expired Lab Reagent	\$	Once per year	15

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**
Bid Number: **2025-160**

COMPANY: Safety - Kleen Systems Inc.

ADDRESS: 42 Longwater Drive,

CITY, STATE, ZIP: Norwell, MA- 02061.

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: 39 - 6090019

REPRESENTATIVE: Robert Sherman

E-MAIL: shermanb@cleanharbors.com

SIGNATURE AND TITLE _____

DATE 12/02/2025

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

Kendrick Harrison

Signature

Kendrick Harrison - Government Account Manager
Title

12/02/2025

Date

Safety - Kleen Systems Inc.
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Massachusetts)
COUNTY OF Plymouth) SS.:

On this 02 day of December, 2025__, before me personally appeared Tom Collier _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) Senior Vice President of the (name of corporation) Clean Harbors Environmental Services, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Safety - Kleen Systems Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 39-6090019 b) DUNS # 53976551	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: NA		5. WEBSITE ADDRESS (if applicable) https://www.safety-kleen.com/	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 42 Longwater Drive, Norwell, MA- 02061.		7. TELEPHONE NUMBER (312) - 550 - 2820	8. FAX NUMBER 866.819.3623
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NUMBER NA	11. FAX NUMBER NA
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Kendrick Harrison Title Government Account Manager Telephone Number (312) - 550 - 2820 Fax Number 866.819.3623 e-mail : kendrick.harrison@safety-kleen.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME ALAN S. McKIM	TITLE Chairman	b) NAME MICHAEL L. BATTLES	TITLE Co-Chief Executive Officer
c) NAME GEORGE L. CURTIS	TITLE Executive Vice President	d) NAME ERIC GERSTENBERG	TITLE Co-Chief Executive Officer
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☒ Yes ☐ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 396090019

State of: Texas)
) ss:
County of: Collins)

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: Safety Kleen Systems Inc.

Address: 42 Longwater Drive,

City, State, Zip: Norwell, MA- 02061.

Director
Signature of ~~Owner~~

Printed Name of Signatory Kendrick Harrison

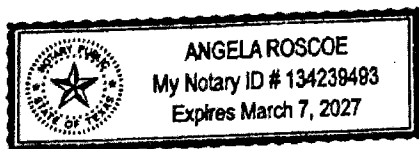
Sworn before me this 18 day of November, 2025
Notary Public

Kendrick Harrison
Printed Name

Signature

11-18-2025

Date



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

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

Kendrick Harrison

Signature

Kendrick Harrison - Government Account Manager

Title

12/02/2025

Date

Safety - Kleen Systems Inc.

Company Name

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov**

TITLE: Hazardous Waste Removal

RFB NUMBER: 2025-160

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
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Albany, NY 12207

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN
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FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: Safety - Kleen Systems Inc.

Address: 42 Longwater Drive

City: Norwell State: MA Zip Code: 02061

Contact Person: Kendrick Harrison

Title: Government Account Manager

Phone Number: 3125502820 Fax Number: 866.819.3623 E-Mail: kendrick.harrison@safety-kleen.com

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

☒ **Yes** / ☐ **No**

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

Fax Number: _____ ☒ E-Mail: kendrick.harrison@safety-kleen.com

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**
Bid Number: **2025-160**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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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
November 13, 2025	Addendum 1
November 24, 2025	Addendum 2
December 01, 2025	Addendum 3

(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)
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Kendrick Harrison - Government Account Manager

Phone: (312) - 550 - 2820

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Public Works

Description of Service	Price Per Gallon	Approximate Gallons	Total
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Oil/Water Separator	\$ 1.44 Per Gallon	1500	\$ 2,160.00
Description of Service	Hourly Cost	Estimated Number of Hours	Total
Vac Truck Service Charge	\$ 201.00 Per Hour	As Needed	-
Description of Service	Cost Per Service	Service Frequency in Weeks	Units
High Pressure Parts Washer	\$ 250.00	As Needed	-
Immersion Cleaner Customer owned	\$ 150.00	every 16 weeks	1 Unit
MDL 14 with Solvent on Stand	\$ 116.67 Per Unit	every 16 weeks	3 Units
MDL 30 Sink on Drum Parts Washer	\$ 116.67 Per Unit	every 16 weeks	3 Units
Gun Cleaner or 1055W/HD Recycle #87020 for paint sprayer	\$ 290.16	every 16 weeks	

Description of Service	Price Per Gallon	Service Frequency in Weeks	-
Antifreeze	\$ 1.00	pick up as needed	
Used Oil 500 Gallon Holding Tank	\$0.60	pick up as needed	
Used Oil Filters in 55 Gallon Drum	\$ 90.00 per drum	pick up as needed	

Water Purification District North and South Plant

	Price Per Gallon or Drum	Service Frequency in Weeks	Units
Parts Washers (30 gallons each)	\$175.00 Per Unit	every 24 weeks	3 Units
Antifreeze	\$1.00 per gallon	pick up as needed	
Used Oil in 55 Gallon Drums	\$ 0.60 per gallon	pick up as needed	
Used Oil Filters	\$ 90.00 per drum	pick up as needed	

	Price Per lab vial	Service Frequency	Estimated Vials
Expired Lab Reagent	\$	Once per year	15

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**
Bid Number: **2025-160**

COMPANY: Safety - Kleen Systems Inc.

ADDRESS: 42 Longwater Drive,

CITY, STATE, ZIP: Norwell, MA- 02061.

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: 39 - 6090019

REPRESENTATIVE: Robert Sherman

E-MAIL: shermanb@cleanharbors.com

SIGNATURE AND TITLE _____

DATE 12/02/2025

BF4

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

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

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

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

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

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

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

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

Kendrick Harrison

Signature

Kendrick Harrison - Government Account Manager
Title

12/02/2025

Date

Safety - Kleen Systems Inc.
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Massachusetts)
COUNTY OF Plymouth) SS.:

On this 02 day of December, 2025, before me personally appeared Tom Collier to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) Senior Vice President of the (name of corporation) Clean Harbors Environmental Services, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Safety - Kleen Systems Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 39-6090019 b) DUNS # 53976551	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: NA		5. WEBSITE ADDRESS (if applicable) https://www.safety-kleen.com/	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 42 Longwater Drive, Norwell, MA- 02061.		7. TELEPHONE NUMBER (312) - 550 - 2820	8. FAX NUMBER 866.819.3623
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NUMBER NA	11. FAX NUMBER NA
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Kendrick Harrison Title Government Account Manager Telephone Number (312) - 550 - 2820 Fax Number 866.819.3623 e-mail : kendrick.harrison@safety-kleen.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME ALAN S. McKIM	TITLE Chairman	b) NAME MICHAEL L. BATTLES	TITLE Co-Chief Executive Officer
c) NAME GEORGE L. CURTIS	TITLE Executive Vice President	d) NAME ERIC GERSTENBERG	TITLE Co-Chief Executive Officer
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No ☐ Yes ☒ No			

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

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 396090019

State of: Texas)
) ss:
County of: Collins)

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: Safety Kleen Systems Inc.

Address: 42 Longwater Drive,

City, State, Zip: Norwell, MA- 02061.

Director
Signature of Owner *Kendrick Harrison*

Printed Name of Signatory Kendrick Harrison

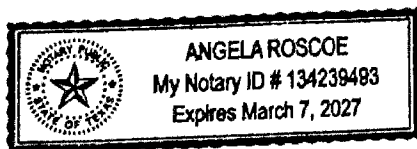
Sworn before me this 18 day of November, 2025

Notary Public

Kendrick Harrison
Printed Name

Kendrick Harrison
Signature

11-18-2025
Date



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

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

Kendrick Harrison

Signature

Kendrick Harrison - Government Account Manager
Title

12/02/2025

Date

Safety - Kleen Systems Inc.

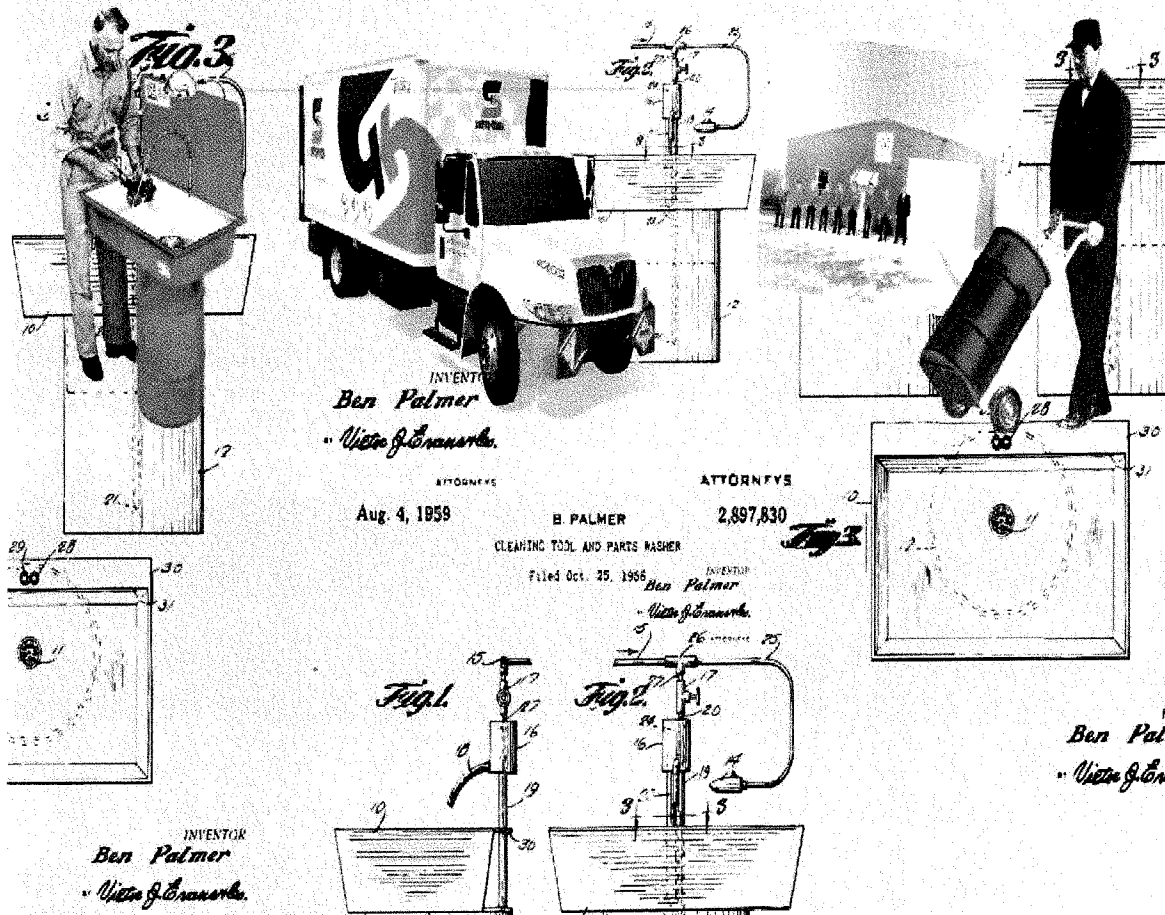
Company Name

safety-kleen®
A Clean Harbors Company

ALBANY COUNTY

HAZARDOUS WASTE REMOVAL, RFB #2025-160,

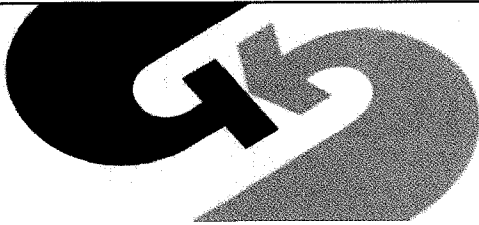
Due – Dec 4th, 2025



Safety-Kleen Systems Inc.
42 Longwater Drive
Norwell, MA- 02061.



COUNTY OF ALBANY
112 STATE STREET, ROOM 820
ALBANY, NY 12207



safety-kleen
A Clean Harbors Company

COVER LETTER

COUNTY OF ALBANY
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

Re: Hazardous Waste Removal – RFB #2025-160

Dear Evaluation Committee,

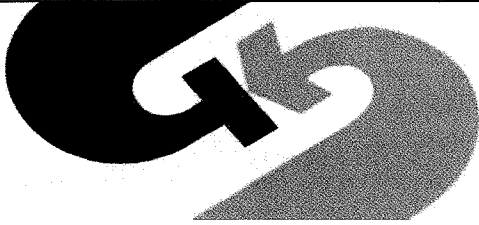
Safety-Kleen Systems, Inc. (“Safety-Kleen”) is pleased to submit our proposal for Hazardous Waste Removal in response to RFB #2025-160 for Albany County. As the largest provider of environmental and hazardous waste services across North America, Safety-Kleen is uniquely positioned to support the County’s Public Works Department and the Water Purification District’s North and South Plant with safe, compliant, and reliable services.

We understand the scope of services outlined in this solicitation includes the removal and management of hazardous and regulated waste streams as listed on the bid form. Safety-Kleen is fully prepared to provide the following services required by Albany County:

Services provided to the Scope of Work:

- Oil/Water Separator service
- Shop floor drains & runoff cleaning
- Vac truck service
- High-pressure parts washer service
- Immersion cleaner (customer-owned) service
- MDL 14 with solvent on stand
- MDL 30 sink-on-drum parts washer
- Gun cleaner or 1055W/HD Recycle #87020 for paint sprayer
- Antifreeze collection and disposal
- Used oil from 500-gallon holding tanks
- Used oil filters in 55-gallon drums
- Parts washers (30 gallons each)
- Used oil in 55-gallon drums
- Used oil filters
- Expired lab reagents

Safety-Kleen maintains all required permits, transportation capabilities, processing facilities, and trained personnel to safely and legally handle each of the waste streams listed. We operate under strict compliance with all applicable EPA, DOT, OSHA, and New York State regulations, ensuring full documentation and traceability throughout the entire waste management process.

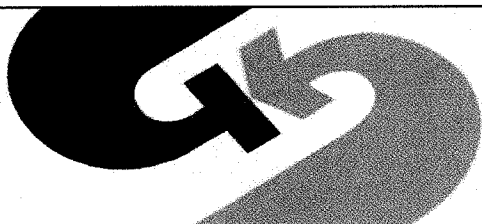


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We hereby confirm our unconditional acceptance of the performance obligations and requirements detailed in RFB #2025-160 and affirm that Safety-Kleen has the capacity, experience, and resources to meet the County's operational needs.

We appreciate the opportunity to be considered for this contract and look forward to supporting Albany County with dependable, safe, and environmentally responsible hazardous waste management services.

Sincerely,
Kendrick Harrison | Government Account Manager
Ph.No: (312) – 550 – 2820 | kendrick.harrison@safety-kleen.com



safety-kleen®
A Clean Harbors Company

Used Oil Pickup

When our Safety-Kleen subsidiary picks up your used oil, you become part of a closed-loop recycling process in which your oil becomes a renewable resource. Our recycling process can yield your company useable metrics that can help you achieve your sustainability goals and enhance your “green” message.

Used Oil Never Stops Being Useful Unless You Burn It

Motor oil doesn't break down as it is used. It becomes contaminated with carbon, water, and other materials. These contaminants can be removed through re-refining, leaving behind base oil equal in quality to that refined from virgin crude. And, used oil can be re-refined and re-used over and over again.



Safety-Kleen is the Largest Re-refiner of Used Oil in North America

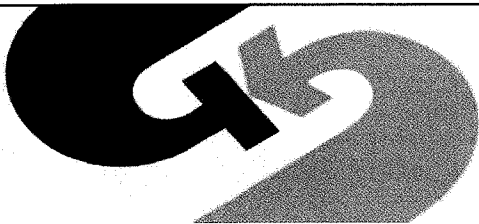
Each year, Safety-Kleen re-refines over 150 million gallons of used motor oil collected from thousands of customers through its branch service network. The used oil is recycled at our refineries located in East Chicago, Indiana and Breslau, Ontario, Canada using processes Safety-Kleen helped pioneer. The resulting products are indistinguishable from conventionally refined oils and lubricants.

Last Year, We Prevented Over One Million Metric Tons of Greenhouse Gas Emissions (GHG)

All oil production creates greenhouse gases, but producing it from used oil rather than crude oil creates much less. One barrel of used oil will make the same amount of finished product as 42 barrels of crude, yet will require 85% less energy to produce. Additionally, every barrel of used oil collected for re-refining is one less barrel burned as fuel oil, further reducing GHG. And, in the process, we lessen our dependence on foreign oil.

EcoPower® Motor Oil Can Help Your Company Close the Loop

When you choose Safety-Kleen for your used oil collection, we provide you with carbon-reduction data based on the waste oil we pick up—data that can help you meet your company's sustainability goals and that can be integrated into your green messaging. And, if you use our re-refined oils and lubricants like our EcoPower® semi-synthetic motor oil or heavy-duty diesel engine oil, you “close the loop”, using products refined from your own waste stream. This means you'll reduce your carbon footprint even more. Used oil collection by Safety-Kleen is the most sustainable, environmentally friendly way to dispose of your waste oil.



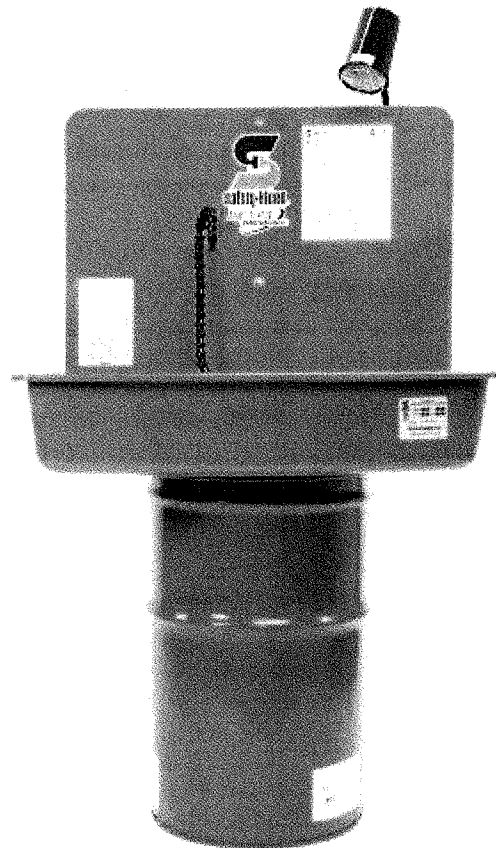
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MODEL 16/30

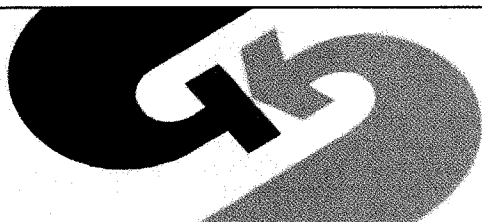
MODEL 16/30

TIME TESTED. Our legacy sink-on-drum part washers have been around for more than fifty years, featuring a sink for washing parts on top of a 16- or 30-gallon drum of solvent. Machines feature a lid with fusible link, plastic spigot for solvent delivery, brush for cleaning parts and a lamp. Soiled parts are manually washed in the sink with solvent draining into the reservoir below.

	Model 16*	Model 30*
Approved Solvents	Premium Solvent QSO L220/300 PD 680 Type II PRF 680 Type II Odorless Solvent	Premium Solvent QSO L220/300 PD 680 Type II PRF 680 Type II Odorless Solvent
Operation Type	Manual	Manual
Floor Space		
Height	53" (134.7 cm)	60" (152.4 cm)
Width	16" (40.7 cm)	19.5" (49.8 cm)
Sink Size		
Height	7.5" (19.1 cm)	8" (20.4 cm)
Width	27.5" (69.8 cm)	33.25" (84.5 cm)
Depth (front to back)	16.25" (41.3 cm)	22.25" (56.8 cm)
Electric Power	115 VAC, 60 Hz, 1.4 A	115 VAC, 60 Hz, 1.4 A
Standard Fill	8 gal. (30.2 L)	15 gal. (56.8 L)
Operating Temp	Ambient	Ambient
Material	Steel	Steel
Machine Color	Red	Red
Max Workload	25 lbs. (11.3 kg)	25 lbs. (11.3 kg)
Shipping Wt	57 lbs. (25.9 kg)	57 lbs. (25.9 kg)
Max Filled Wt	111 lbs. (50.3 kg)	162 lbs. (73.5 kg)
Listing	cETLus	cETLus



*Certified reconditioned equipment. Local regulations may cause variations in requirements. Drum and chemistry sold separately.



safety-kleen®
A Clean Harbors Company

Gun Cleaner or 1055W

MODEL 1055

High performance that's NASCAR® approved.

Safety-Kleen Model 1055 is a paint gun cleaner with a stainless steel bowl. It provides manual and automated cleaning and can be used with either thinners or aqueous cleaners.

■ [View our model 1055 digital brochure](#) or [watch product demo video](#)



Model 1055

Solvent Cleaners

Heavy Duty Thinner, Premium
Lacquer Thinner, Clear Choice
(100% VOC Exempt Acetone)

Operation Type

Manual/Automatic

Floor Space

Width 32" (81.3 cm)
Depth 18" (45.7 cm)
Height 61" (154.9 cm)

Aqueous cleaners

ARMAKLEEN Universal Paint
Gun Cleaner, Heavy Duty
Aqueous Cleaner

Sink Size

Width 11" (27.9 cm)
Depth 16.5" (41.9 cm)
Height 12" (30.5 cm)

Air Power

60-175 psi, 9 scfm

Material

Steel, Stainless steel

Machine Color

Black and Silver

Shipping Weight

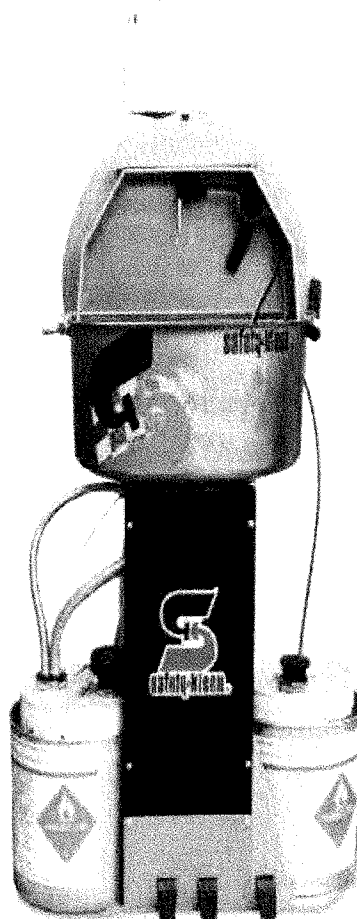
66 lbs. (30 kg)

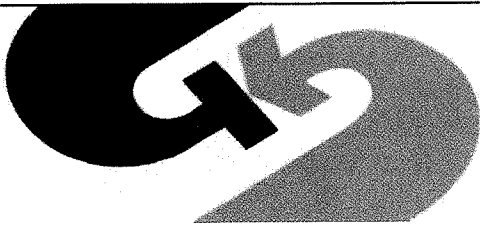
Listing

cETLus

Ventilation

Built-in vapor exhaust

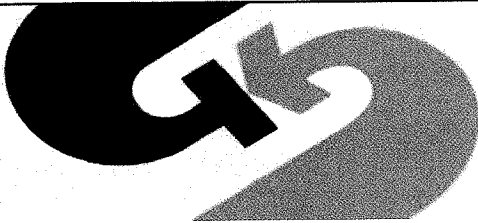




safety-kleen
A Clean Harbors Company

KEY PERSONNEL DETAILS

a.	Name, Title & Local Company Address:			
	Adam Kile Branch General Manager 17 Green Mountain Dr Cohoes, NY 12047			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061			
c.	Years Experience – With This Firm:	3.5	With Other Firms:	0
d.	Education: Degree(s)			
	Associate's degree in communication from Hudson Valley Community College			
e.	Other Experience and Qualifications:			
	Almost 10 years of work in the service industry (UPS, Aramark, & Safety Kleen/Clean Harbors) Another 15 years of work in the retail industry (Price Chopper/Market 32 Golub Corporation) I Provide myself on customer service and making sure my customers are taken care of.			
f.	Environmental & Health and Safety Training:			
	RCRA Training DOT Training OHSA Hazwoper Training			



safety-kleen
A Clean Harbors Company

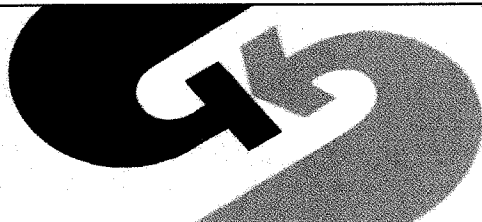
LICENSES

Sample of the License and permits are available below, and will be made available upon customer request.

1. US EPA

 ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY	
This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.	
EPA I.D. NUMBER	MAD039322250
	Clean Harbors Inc
	P O Box 193
	Kingston MA 02364
INSTALLATION ADDRESS	P O Box 193
	Kingston MA 02364

EPA Form 8700-12A (4-80)



safety-kleen®
A Clean Harbors Company

Hazardous Materials Certificate of registration

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2015-2018

Registrant: SAFETY-KLEEN SYSTEMS INC
ATTN: Sritamoju Varun
PO BOX 9149
NORWELL, MA 02061

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 167, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5105. It is unlawful to alter or falsify this document.

Reg. No: 052025550037HJ Effective: July 1, 2015 Expires: June 30, 2018
HM Company ID: 45360

Record Keeping Requirements for the Registration Program

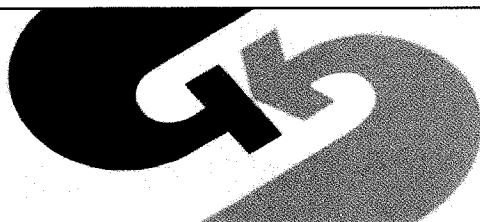
The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazard Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-02, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



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Motor Carrier Permit

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH MS 2375
P.O. BOX 932370 Sacramento, CA 94222-3700
(916) 657-6159

11/28/2007



SAFETY KLEEN SYSTEMS INC
3003 W BREEZEWOOD LN
NEENAH, WI 54957

 A Public Service Agency				NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier			
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA 94222-3700 SAFETY KLEEN SYSTEMS INC 3003 W BREEZEWOOD LN NEENAH, WI 54957				Valid From:	11/27/2007	Valid Through:	Non-Expiring
				GAR: 0000989		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: For Hire Corporation	
				Not Valid for Intrastate Only Operations			
Permit Date: N/A		Office #: 124					
Account #: 124		Tax ID: WI					
Sequence #: 0011		Amt Paid: No Fee					

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

our 2007 year 11/28/2007

A Public Service Agency

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W9 FORM

[illegible]

Teacher Identification Number (TIN)

1. *Handwritten text in German, mostly illegible due to blurriness. It appears to be a list or a series of notes.*

1. 在 1990 年 12 月 31 日，A 公司有一笔应付账款 100 万元，其中 80 万元是 1990 年 12 月 31 日之前发生的，20 万元是 1990 年 12 月 31 日之后发生的。

Call **Cardiacall**

[illegible]

DOI: 10.1002/anie.201500000

[illegible]

Figure 1. The relationship between the number of species and the number of individuals in the samples. The number of species is plotted against the number of individuals in the samples. The data points are shown as open circles. The solid line represents the expected relationship for a community with a high degree of species evenness. The dashed line represents the expected relationship for a community with a low degree of species evenness. The dotted line represents the expected relationship for a community with a very low degree of species evenness.

2. 6. 7 号 1960 年 10 月 20 日

General instructions

[illegible][illegible]

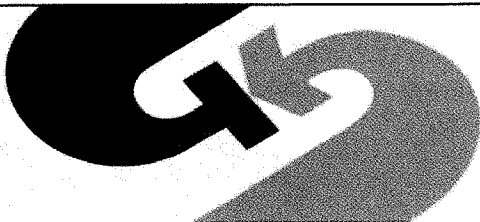
Phragmites australis, *Spartina patens*

一、本行在 1990 年 12 月 31 日止，共計有 10 個分行之資產負債表如下：
 1. 本行在 1990 年 12 月 31 日止，共計有 10 個分行之資產負債表如下：
 2. 本行在 1990 年 12 月 31 日止，共計有 10 個分行之資產負債表如下：
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 9. 本行在 1990 年 12 月 31 日止，共計有 10 個分行之資產負債表如下：
 10. 本行在 1990 年 12 月 31 日止，共計有 10 個分行之資產負債表如下：

1. 1949年10月1日，中华人民共和国成立，标志着中国历史进入了一个新的纪元。

History of FISH

$$f(x) = \frac{1}{2}x^2 - \frac{1}{3}x^3 + \frac{1}{4}x^4 - \frac{1}{5}x^5 + \frac{1}{6}x^6 - \frac{1}{7}x^7 + \frac{1}{8}x^8 - \frac{1}{9}x^9 + \frac{1}{10}x^{10} - \frac{1}{11}x^{11} + \frac{1}{12}x^{12} - \frac{1}{13}x^{13} + \frac{1}{14}x^{14} - \frac{1}{15}x^{15} + \frac{1}{16}x^{16} - \frac{1}{17}x^{17} + \frac{1}{18}x^{18} - \frac{1}{19}x^{19} + \frac{1}{20}x^{20} - \frac{1}{21}x^{21} + \frac{1}{22}x^{22} - \frac{1}{23}x^{23} + \frac{1}{24}x^{24} - \frac{1}{25}x^{25} + \frac{1}{26}x^{26} - \frac{1}{27}x^{27} + \frac{1}{28}x^{28} - \frac{1}{29}x^{29} + \frac{1}{30}x^{30} - \frac{1}{31}x^{31} + \frac{1}{32}x^{32} - \frac{1}{33}x^{33} + \frac{1}{34}x^{34} - \frac{1}{35}x^{35} + \frac{1}{36}x^{36} - \frac{1}{37}x^{37} + \frac{1}{38}x^{38} - \frac{1}{39}x^{39} + \frac{1}{40}x^{40} - \frac{1}{41}x^{41} + \frac{1}{42}x^{42} - \frac{1}{43}x^{43} + \frac{1}{44}x^{44} - \frac{1}{45}x^{45} + \frac{1}{46}x^{46} - \frac{1}{47}x^{47} + \frac{1}{48}x^{48} - \frac{1}{49}x^{49} + \frac{1}{50}x^{50} - 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safety-kleen
A Clean Harbors Company

CERTIFICATE OF INSURANCE

Page 1 of 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2025

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
Willie Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305201
Nashville, TN 37205-0101 USA

CONTACT NAME: WTW Certificate Center
PHONE (NAC No Int): 1-877-345-7378 FAX (NAC No): 1-866-467-2378
E-MAIL ADDRESS: cert@catwataw.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Starr Indemnity & Liability Company 38218
INSURER B: Lloyd's 37874
INSURER C: ACE American Insurance Company 22667
INSURER D:
INSURER E:
INSURER F:

INSURED
Safety-Kleen Systems Inc.
and its affiliates
42 Longwater Drive
Norwell, MA 02061

COVERAGES

CERTIFICATE NUMBER: W41859993

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.

TYPE OF INSURANCE	ADDITIONAL COVERAGE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ ACP ☒ Contractual	Y Y	1000090736251	11/01/2025	11/01/2026	EAC-OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMPOSITION \$ 4,000,000 \$
☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY	Y Y	1000079502251 (ACB)	11/01/2025	11/01/2026	UNBODIED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
☒ UMBRELLA LIA ☐ EXCESS LIA ☐ RETENTIONS	Y	1000095587251	11/01/2025	11/01/2026	EAC-OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISIONS FOR EMPLOYERS' LIABILITY (Mandatory in NH) Type describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	10000005137 (A02)	11/01/2025	11/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
Excess Business Auto Liability		5096125749905	11/01/2025	11/01/2026	Per Occurrence \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required):
Scope of Work: All Operations of Named Insured.

Coverage is follow form over the General Liability, Excess Auto Liability, and Employer's Liability.
SEE ATTACHED

CERTIFICATE HOLDER

COUNTY OF ALBANY
Attention: JANELA O NEILL - PURCHASING AGENT
112 STATE STREET, ROOM 920
ALBANY, NY 12207

CANCELLATION

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

Patricia A. Zmy

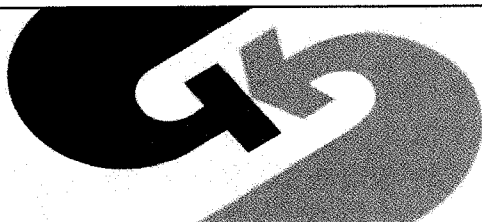
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

® ID: 28910693

SAVER: 4216296



safety-kleen
A Clean Harbors Company

AGENCY CUSTOMER ID: _____
LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Northeast, Inc.		NAVED/INSURED Safety-Kleen Systems Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODES See Page 1	
EFFECTIVE DATE: See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 39318
POLICY NUMBER: 1000679513251 (MA) EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

ADDITIONAL INSURED: Y
SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA)	CGL (Ex auto/accid)	\$5,000,000
Any Auto, Owned Autos only,	HCE-30	
Hired Autos only, Non-owned Autos only		

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: C00 027416603 011 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

ADDITIONAL INSURED: Y
SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Per Poll's Condition	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: C00 027416603 011 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Wrongful Act	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

ACORD 101 (2008/01)

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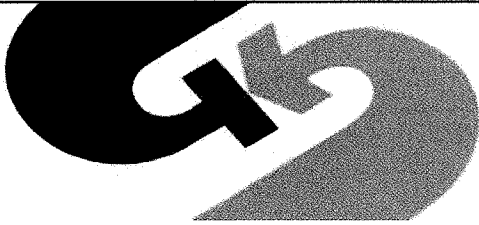
SR ID: 28910693 BATCH: 4216296 CERT: 441855093

ACORD 101 (2008/01)

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The ACORD name and logo are registered marks of ACORD

SR ID: 28910693 BATCH: 4216296 CERT: 441855093



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VENDOR RESPONSIBILITY QUESTIONNAIRE

Supportive information to VENDOR RESPONSIBILITY QUESTIONNAIRE
Section 16. a list of citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations are down blow.



Enforcement Action Summary Report

This document summarizes the environmental compliance history of Clean Harbors facilities or those of its subsidiaries. Information may be provided on compliance or enforcement matters prior to acquisition of the facility by Clean Harbors. Clean Harbors makes no representation as to the completeness or accuracy of the information on compliance or enforcement matters involving prior owners or operators of these facilities. No information is supplied concerning proceedings under the Comprehensive Environmental Response, Compensation and Liability Act or comparable state statutes.

State, Location Alabama, Dolomite, AL (Birmingham) BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
7/14/2023	ALD983191537	ADEQ	Notice of Violation	1) Failure to make a waste determination on a container, 2) failure to conduct accumulation area inspections, 3) Failure to mark a container with the words "Hazardous Waste" 4) failure to mark or label a container with the indication of the hazard of the waste, 5) failure to mark containers with the accumulation start date, 6) failure to maintain job descriptions for personnel involved in hazardous waste operations, 7) failure to maintain a list of each employee filling a hazardous waste job, 8) failure to have training records available during an inspection, 9) failure to post "Danger" signs at the entrance to a storage area, 10) failure to maintain adequate isle space, 11) failure to indicate the location of emergency equipment in the contingency plan, 12) documentation that the contingency plan had been provided to first responders was not available for inspections, 13) the quick reference guide to the contingency plan was not available for review during the inspections, 14) records to document the length of time transfer material was on site were not available for inspection, 15) storing transfer waste on site longer than 10 days, 16) inadequate secondary containment system, 17) a secondary containment system without an impervious coating, 18) secondary containment lacking sufficient capacity.	Resolved	\$93,880.00	\$29,500.00
				EA Number:	Description of Resolution:	Paid civil penalty	
8/18/2023	ALD983191537	US EPA	Warning Letter/Notice	Observations of potential violations during a RCRA inspection with the ADEQ in March 2023.	Resolved w/o Penalty	\$0.00	\$0.00
				EA Number:	Description of Resolution:	Provided agency with corrective actions.	

State, Location Alabama, Huntsville BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/1/2023	ALD981028798	Alabama DEQ	Notice of Violation	Storage of transfer waste greater than 10 days.	Resolved	\$25,000.00	\$20,000.00
				EA Number:	Description of Resolution:	Entered into a consent order.	
6/27/2024	ALD981028798	Alabama DEM	Notice of Violation	1) SK transported hazardous waste without a manifest	Pending	\$0.00	\$0.00
				EA Number:	Description of Resolution:		

State, Location Alabama, Whistler BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/24/2023	ALD071951628	ADEM	Notice of Violation	1) Failure to label containers with the words "Hazardous Waste", 2) Failure to label containers with and indication of the hazards present, 3) Failure to label containers with an accumulation start date, 4) Storing site generated waste for longer than 90 days, 5) Failure to conduct weekly inspections, 6) Failure to label containers with the appropriate hazardous waste numbers, 7) Failure to maintain adequate isle space, 8) Holding transfer waste on-site longer than 10 days.	Resolved	\$102,480.00	\$39,600.00
			EA Number:	Description of Resolution:	Paid civil penalty		

State, Location Arizona, Chandler

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
10/15/2024	AZD981969504	Chandler Fire Department	Notice of Violation	1) Failure to have grounding and bonding for dispensing liquids, 2) Remove pallets not required for storage, 3) Failure to label all containers, 4) A fire sprinkler was missing, 5) Fire suppression system inspection was out of date, 6) Self-luminous exit signs need updating, 7) Remove obstructions to exits, 8) Add an additional fire extinguisher to an exterior exit, 9) Develop a written emergency plan, 10) Update the facility site plan, 11) Provide the most recent fire sprinkler inspection report and documentation showing repairs.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	2024101636745	Description of Resolution:	Responded with corrective actions.	

State, Location Arkansas, Little Rock Oil

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
11/1/2024	ARD981585318	AR DEQ	Warning Letter/Notice	1) Failure to mark a container with the words "Hazardous Waste", 2) Failure to mark containers with an indication of the hazards, 3) Failure to mark a container with the accumulation start date, 4) Accumulating hazardous waste on site greater than 90 days, 5) Failure to maintain adequate isle space,.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location California, Highland

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/6/2022	CAT000613927	DTSC	Compliant	1) Acceptance and consolidation of undrained used oil filters, an activity not authorized in the permit, 2) Accepting undrained used oil filters without accepting a manifest from the generator, 3) Transfer of undrained used oil filters to a transporter that was no registered with the Departments, 4) Failure to make a waste determination on undrained used oil filters, 5) Failure to create a manifest for undrained used oil filters shipped off site.	Resolved	\$30,000.00	\$27,000.00
EA Number: HWCA 2018-7448				Description of Resolution:	Entered into a consent order and paid a civil penalty.		

State, Location California, Los Angeles BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
9/28/2022	CAT000613935	Los Angeles Fire Department	Notice of Non-Compliance	1) A tank sensor was not at the lowest point, 2) A 36 month cathodic protection test was performed late, 3) Overfill protection equipment shared by multiple tanks has to have individual equipment for each tank, 4) Failure to maintain reports in a designated area, 5) Used the wrong report form and failed to sign the report within 72 hours, 6) Several required documents were unable to be provided during the inspection.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Facility responded to this NOV on 10/25/2022. All items corrected.		
6/26/2023	CAT000613935	Los Angeles Fire Department CUPA	Notice of Violation	T2 Waste Manway failed during testing on 5/16/2023.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Facility responded to this NOV on 7/24/2023. All items have been corrected.		
9/20/2023	CAT000613935	Los Angeles Fire Department	Warning Letter/Notice	1) Failure to use current inspection forms, 2) The completed inspection form did not show a proper response to all alarms, 3) Failure to sign the inspection report within 72 hours.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Facility responded to this NOV on 10/20/2023. All items have been corrected.		

State, Location California, Los Angeles ISO

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/17/2022		DTSC	Notice of Violation	1) Failure to close hazardous waste storage containers, 2) Failure to properly label hazardous waste containers, 3) Failure to timely repair cracks in containment, 4) Failure to note when repairs were scheduled or completed in the inspection log, 5) Failure to document first attempt at repair no later than one day after a leak is detected,	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
3/15/2023		DTSC	Notice of Violation	1) Failure to provide DTSC with the names of three proposed independent auditors within 60 days of receiving a conditionally acceptable VSP score, 2) Failure to provide independent audit reports within the statutory time frames for a facility with a conditionally acceptable VSP score, 3) Failure to submit a compliance implementation plan within 30 days after a Compliance audit report was due.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
4/28/2023		LA Sanitation Department	Notice of Violation	Improper sampling by taking a composite sample instead of a grab sample.	Dismissed	\$0.00	\$0.00
			EA Number: 121702	Description of Resolution:	This NOV was rescinded.		
5/10/2023		FRA	Notice of Violation	3 rail cars with loose closures.	Resolved	\$15,000.00	\$10,500.00
			EA Number: ZIDS 2022-001(HMT)	Description of Resolution:	Retrained appropriate personnel and paid a civil penalty.		
9/13/2023		DTSC	Notice of Violation	1) Failure to provide the DTSC the names of three qualified auditors for a conditionally acceptable facility, 2) Failure to provide audit reports for a conditionally acceptable facility, 3) Failure to submit a compliance plan for a conditionally acceptable facility.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
10/19/2023		City of Los Angeles CUPA	Warning Letter/Notice	Taking a grab sample instead of a composite sample.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
6/24/2024		City of Los Angeles Sanitation and Environment	Notice of Violation	Discharge of a material outside of the permitted Category. And failure to notify the City of a change in discharge.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Revised the discharge permit.		

State, Location California, NewarkCA

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
1/11/2022	CAD980887418	DTSC	Notice of Non-Compliance	1) Failure to repair a berm and recoat the secondary containment pad. <i>EA Number:</i> <i>Description of Resolution:</i>	Resolved	\$0.00	\$0.00
				Entered into a settlement agreement.			
9/6/2022	CAD980887418	DTSC	Warning Letter/Notice	1) Failure to perform a tank assessment for TA-1218 and TA-1219 within the timeframe specified by the engineer certifying the previous tank assessment, 2) Failure to label 6 waste paint containers containing hazardous waste and two roll bins containing Non-RCRA hazardous waste. <i>EA Number:</i> <i>Description of Resolution:</i>	Resolved	\$0.00	\$0.00
				Entered into a settlement agreement.			
10/25/2022	CAD980887418	Union Sanitary District	Notice of Violation <i>EA Number:</i> N22-007	Discharge exceedance of Phenolics. <i>Description of Resolution:</i>	Resolved	\$1,400.00	\$1,400.00
3/3/2023	CAD980887418	US EPA	Notice of Violation	Alleged deficiencies with the Spill Control and Countermeasure Plan (SPCC) including: 1) Inadequate site plan, 2) inadequate listing of the capacity of a container, 3) no contact and phone numbers for reporting a discharge, 4) inspections not in accordance with the plan, 5) inspections not signed by the supervisor, 6)secondary containment bypassed by a valve left open, 8) dike water not inspected prior to discharge, 9) two lift pumps provide for more than one unit, 10) an above ground tank was not subject to periodic integrity testing, 11) container installation not engineered with good engineering practices, 12) leak in a dike not promptly addressed,13) an above ground valve not inspected adequately. <i>EA Number:</i> SPCC-09-2023-0031 <i>Description of Resolution:</i>	Resolved	\$3,675.00	\$3,747.56
				Paid civil penalty			
7/19/2023	CAD980887418	Union Sanitary District	Penalty Notice	1) Having a waste water discharge with irritating vapors, 2) Having a discharge below permitted limits for pH, 3) Having a discharge with high chlorine content, 4) Permit application failed to show treatment in the effluent tanks, 5) Failure to notify the District of changed piping to the effluent tanks, 6) Failure to update and train operators on the standard operating procedures. <i>EA Number:</i> <i>Description of Resolution:</i>	Pending	\$16,660.00	\$0.00
2/27/2024	CAD980887418	Bay Area Air Quality Mgmt District	Notice of Violation <i>EA Number:</i>	Failure to replace carbon at the end of its useful life. <i>Description of Resolution:</i>	Pending	\$0.00	\$0.00
3/26/2024	CAD980887418	Bay Area Air Quality Mgmt District	Notice of Violation <i>EA Number:</i> A63047	Operating Air stripper and catalytic oxidizer with expired Authority to Construct and no permit to operate <i>Description of Resolution:</i>	Pending	\$0.00	\$0.00

5/23/2024	CAD980887418	Bay Area Air Quality Mgmt District	Notice of Violation	Exceedance of NOx limit during routine stack testing for boiler	Pending	\$0.00	\$0.00
EA Number: A63074				Description of Resolution:			
8/26/2024	CAD980887418	DTSC	Notice of Violation	Alleged violations from a compliance inspection including 1) Failure to timely recertify tanks, 2) Failure to timely close a tank, 3) Failure to include containment certifications in an application, 4) Exceeding the permitted limit for waste in a sump, 5) Exceeding waste storage area permitted capacities, 6) Double stacking 55 gallon drums in an area limited to single stacking, 7) Improper container management, 8) Oily water pooled on the ground, 10) Failure to keep cracks out of secondary containment, 11) Failure to maintain releases of oil in permitted units, 12) Storage of hazardous waste in unpermitted areas adjacent to storage areas, 13) Failure to maintain adequate aisle space, 14) Failure to mark an accumulation start date on a drum, 15) Storing incompatible material near each other, 16) Failure to perform daily inspections.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			
9/3/2024	CAD980887418	Union Sanitary District	Notice of Violation	Discharge exceedance of n-Octadecane.	Pending	\$5,000.00	\$0.00
EA Number:				Description of Resolution:			
11/6/2024	CAD980887418	DTSC	Warning Letter/Notice	Inspection findings consisting of 1) Excess waste stored in Unit 14, 2) Waste stored in unpermitted areas next to the wastewater treatment plant and Unit 21, 3) Failure to label a 20 yard roll-off, 4) Sumps with oil and water.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			
2/10/2025	CAD980887418	Bay Area Air Quality Management District	Notice of Violation	Emissions exceedance during a stack test.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			

State, Location California, Richmond, CA

Date Received	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
6/26/2024		City of Richmond Water Resource Recovery Dept	Notice of Violation	Release of a non-stormwater discharge	Pending	\$0.00	\$0.00
EA Number: SW24-000014				Description of Resolution:			

State, Location California, Rosemead

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
8/5/2024		Santa Fe Springs Department of Fire and Rescue	Warning Letter/Notice	1) Spill Prevention Control and Countermeasure (SPCC) Plan required updates, 2) Annual SPCC training was past due, 3) Container missing a hazardous waste label, 4) The hazardous materials inventory needed to be updated, 5) The site map needed to be updated for emergency equipment, 6) Fire riser inspection was past due, 7) A sight valve was obscured by paint.	Pending	\$0.00	\$0.00

EA Number:

Description of Resolution:

State, Location California, San Jose BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
10/23/2024	CAD980817159	San Jose Fire Department	Notice of Violation	1) Failure to update the site map, 2) Incomplete list of chemicals stored, 3) Failure to submit an annual report, 4) Missing NFPA signage in storage area, 5) Failure to label piping, 6) Provide manifests for tank contents 6) Segregate incompatible wastes, even when sampling. 7) Update the CERS report, 8) Update NFPA diamonds on storage cabinets, 9) Update the inventory to include cylinders, 10) Repair the hazardous materials cabinets so they are self-closing. 11) Update the emergency plan, 12) Acquire all applicable permits.	Pending	\$0.00	\$0.00

EA Number:

Description of Resolution:

State, Location California, Santa Barbara BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/30/2023	CAD981374077	DTSC	Notice of Violation	1) storing approx 83 manifests greater than 10 days without a permit, 2) containers missing labels 3) containers not closed 4) inadequate aisle space	Pending	\$0.00	\$0.00

EA Number:

Description of Resolution:

State, Location Colorado, Englewood

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
12/20/2024	COD000716621	Englewood Fire Department	Warning Letter/Notice	1) Liquids had insufficient separation, 2) Exit door lock needed to be replaced, 3) Lacking NFPA placards on the building, 4) Fire inspections not uploaded into the Compliance Engine database, 5) Extension cords used in place of permanent wiring, 6) Missing switch and electrical box covers, 7) Fire doors overdue for annual inspection	Pending	\$0.00	\$0.00
EA Number:			Description of Resolution:				

State, Location Colorado, Pueblo

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
8/23/2024	COD000716639	CDPHE	Warning Letter/Notice	1) stored transfer waste greater than 10 days, 2) failed to provide documentation of annual RCRA refresher training	Resolved	\$12,962.60	\$12,962.60
EA Number:			Description of Resolution: Entered into a consent order and paid the civil penalty.				

State, Location Connecticut, New Haven

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
8/12/2024		CT DEEP	Notice of Violation	1) Accepting waste not authorized by the permit.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number: WSWDS24027			Description of Resolution: Provided written corrective actions to the agency.				

State, Location Florida, Boynton Beach

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
7/21/2022	FLD984167791	FL DEP	Warning Letter/Notice	Failure to transfer waste in transit in under 10 days.	Resolved	\$11,830.00	\$11,830.00
EA Number: WL22-099HW50SED			Description of Resolution:				

State, Location Florida, Medley

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
11/21/2022	FLD984171694	FL DEP	Notice of Violation	Financial assurance for the tanks had expired and was missing one tank.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:			Description of Resolution: Provided additional information to the agency.				

6/7/2023	FLD984171694	Miami-Dade Fire Rescue Department	Warning Letter/Notice	1) Fire alarm report not completed, 2) Fire alarm currently showing issues needing correction, 3) Annual fire sprinkler inspection not completed, 4) Annual backflow inspection not completed, 5) Annual fire hose inspection not completed.	Resolved	\$210.00	\$210.00
EA Number: IW-71				Description of Resolution:	Warning notice closed out by agency after submittal of required reports and photos of non-compliance items rectified submitted.		
10/3/2023	FLD984171694	Miami-Dade County Fire Rescue Department	Notice of Non-Compliance	1) Failure to maintain fire alarm system free of trouble or supervisory conditions, 2) Failure to provide a current annual fire protection inspection and testing report.3) Failure to provide fire sprinkler inspection and testing report.4) Failure to have backflow prevention device inspected and tested.5) Failure to maintain fire protection systems.	Resolved	\$210.00	\$210.00
EA Number: K054681				Description of Resolution:	Paid civil penalty.		
5/21/2024	FLD984171694	Miami Dade Fire Rescue Dept	Notice of Violation	1) Failure to provide current annual inspection and testing report 2) Failure to provide spare sprinkler heads	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			
1/23/2025	FLD984171694	Miami-Dade County DERM	Notice of Violation	1) Installation of a tank without plan view approval.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			

State, Location Florida, Miami

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
12/7/2023		FL DEP	Notice of Violation	Collecting/transporting waste tires without a permit.	Dismissed	\$0.00	\$0.00
EA Number:				Description of Resolution:	The facility had a tire collection permit. Once the agency realized the mistake they dismissed the violation.		
1/16/2024		FL DEP	Warning Letter/Notice	1) Failure to provide 3 years of inspection reports.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Provided additional documentation to the agency.		

State, Location Florida, Ocala Oil

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/20/2022	FLR000060301	Florida DEP	Warning Letter/Notice	1) Failure to maintain the used oil tank farm containment to be sufficiently impervious to oil, 2) Failure to mark tanks of used oil with the words "Used Oil".	Resolved	\$7,500.00	\$4,000.00
EA Number:				Description of Resolution:	Paid a civil penalty,		

State, Location Florida, Orange Park, FL

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
8/24/2022	FLD980847214	FL DEP	Warning Letter/Notice	1) Exceeding the 10 day limit for transferring hazardous waste, 2) Using an unregistered 3rd party railroad as an oil transporter.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:		Description of Resolution:	Provided additional information to the agency.		
7/11/2024	FLD980847214	FL DEP	Warning Letter/Notice	1) Retain samples were older than 90 days old, 2) Expired Chlor-D-Tect kits, 3) Consolidated totes did not have accumulation start dates, 4) Failed to properly label 2 oil filter drums.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Florida, Sanford, FL (Orlando) BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
7/11/2022	FLD984171165	FL DEP	Warning Letter/Notice	1) The facility failed to use a registered hazardous waste transporter for one manifested shipment, 2) a satellite accumulation area container was open.	Resolved	\$4,050.00	\$3,090.00
		EA Number: 22-274		Description of Resolution:	Paid a civil penalty.		
5/29/2024	FLD984171165	USEPA Region 4	Notice of Non-Compliance	1) container missing marking of hazard 2) not conducting daily inspections on weekend days	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Florida, Tallahassee

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/4/2022	FLD982133159	FL DEP	Warning Letter/Notice	Failure to submit an unmanifested waste report within 15 days of receipt of the waste.		\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Florida, Winter Haven

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/5/2023		South Florida Water Management District	Warning Letter/Notice	1) The addition of stabilized parking area without an Environmental Resource Permit, 2) Stormwater runoff has caused erosion on the neighboring property.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

7/20/2023	FL DEP	Notice of Non-Compliance	1) A release was not promptly addressed.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:	Description of Resolution:	Provided a response to the agency.		
12/12/2024	FL DEP	Warning Letter/Notice	1) Failure to conduct an annual maintenance inspection of a leak gauge and 2) Failure to conduct an annual calibration on a tank level gauge.	Pending	\$0.00	\$0.00
		EA Number:	Description of Resolution:			

State, Location Georgia, Garden City BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/5/2022	GAD000776781	GA DNR	Notice of Violation	1) Failure to properly tag all vales, pumps and flanges, 2) Failure to have a quick reference guide as part of the contingency plan.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:	Description of Resolution:	Corrections were made.			

State, Location Georgia, Kingsland

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
12/20/2023		GA DNR	Warning Letter/Notice	Discharge exceedances of pH and Zinc between 2021 and 2023.	Pending	\$0.00	\$0.00
		EA Number:	Description of Resolution:				
7/25/2024		FRA	Warning Letter/Notice	Two rail cars had a loose manway bolt.	Pending	\$0.00	\$0.00
		EA Number:	Description of Resolution:				
1/28/2025		FRA	Notice of Violation	A rail car had an expired inspection date.	Pending	\$0.00	\$0.00
		EA Number:	Description of Resolution:				

State, Location Georgia, Norcross BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/21/2022	GAD980842777	GA DNR	Consent Administrative Order	1) Lead acid batteries not labeled wit the words "Universal Waste", 2) Failure to document the length of time Lead Acid Batteries were accumulating, 3) Missed inspections for the hazardous waste tank and storage area, 4) Cracks in containment.	Resolved	\$15,000.00	\$4,500.00
		EA Number:	Description of Resolution:	Entered into a consent order and paid a civil penalty.			

State, Location Idaho, Boise BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/3/2022	IDD981770498	Idaho DEQ	Warning Letter/Notice	1) Failure to record required information on inspection records, 2) Failure to produce records on demand during an inspection.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:	Description of Resolution:		Provided written response to the Agency.		
10/9/2024	IDD981770498	IDEQ	Warning Letter/Notice	1) Failure to maintain a current copy of the Permit, 2) Failure to submit a Class 1 modification to the Permit after updating the contact information of the facility emergency coordinator in the contingency plan of the Permit.3) Failure to comply with the inspection schedule because more than 96 hours elapsed between inspections for units that should be inspected on each operating day.	Resolved	\$0.00	\$0.00
		EA Number:	Description of Resolution:		Responded to agency with corrective actions.		

State, Location Idaho, Nampa Site B

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
2/28/2022		US DOT	Notice of Non-Compliance	Transporting in commerce a bulk quantity of a hazardous material, "UN1203, Gasoline, 3, PGI", while failing to conduct a leakproof test and external visual inspection on the IBC container.	Resolved	\$5,625.00	\$5,625.00
		EA Number:	Description of Resolution:		Provided a written response to the agency.		

State, Location Illinois, Dolton

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
7/15/2022	ILD980613913	Metropolitan Water Reclamation District of Greater	Notice of Non-Compliance	Discharge of stormwater with an elevated pH.	Resolved	\$1,555.00	\$0.00
		EA Number: 96296	Description of Resolution:		Responded to the agency.		
6/23/2023	ILD980613913	Metropolitan Water Reclamation District	Warning Letter/Notice	Discharge exceedance of stormwater with an elevated pH.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:	Description of Resolution:		Maintenance completed on treatment system		
9/28/2023	ILD980613913	Metropolitan Water Reclamation District	Cease and Desist	Discharge exceedance of stormwater with an elevated pH.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:	Description of Resolution:		Maintenance completed on treatment system		

State, Location Illinois, Goodfield BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
10/15/2024	ILR000157065	IEPA	Notice of Violation	Transporting waste without a manifest.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Illinois, Urbana

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/10/2024	ILD981088388	IEPA	Notice of Violation	1)Failure to conduct annual RCRA training, 2) failure to update contingency plan arrangements annually, 3) failed to review pre-acceptance analysis prior to accepting waste.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Indiana, East Chicago

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
1/7/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on December 2, 2021.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
1/7/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of amenable cyanides on November 17, 2021.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
2/15/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on January 19, 2022.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
2/21/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on January 31, 2022.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
3/7/2022	IND077042034	US EPA	Notice of Violation	Discharge exceedances for Cyanide and Mercury on multiple occasions.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
3/17/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and mercury on February 15, 2022.	Pending	\$5,000.00	\$2,500.00
			EA Number:	Description of Resolution:			

5/24/2022	IND077042034	City of East Chicago	Notice of Violation	1) Discharge exceedance of available cyanide and mercury in the May 2, 2022 discharge.	Pending	\$5,000.00	\$2,500.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
6/20/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide, mercury, phenol and Oil & Grease on May 25, 2022.	Pending	\$10,000.00	\$7,500.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
6/27/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of Mercury, Phenols and Available Cyanide on June 8, 2022.	Pending	\$7,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
6/30/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide, mercury and fluoride on June 21, 2022.	Pending	\$7,500.00	\$5,000.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
7/29/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and mercury on July 13, 2022.	Pending	\$5,000.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/5/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and mercury on July 19, 2022.	Pending	\$5,000.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/26/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of mercury and available cyanide on August 16, 2022.	Pending	\$5,000.00	\$2,500.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
9/8/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and mercury on August 22, 2022.	Pending	\$5,000.00	\$2,500.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
10/7/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on September 15, 2022.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
10/7/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and phenols on September 26, 2022.	Pending	\$5,000.00	\$2,500.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
11/14/2022	IND077042034	IDEM	Notice of Non-Compliance	1) Exceedance of the permitted Sulphur dioxide emissions rate from process heater for 6 hours, 2) Exceedance of the permitted Sulphur dioxide emissions rate from process heaters H-401 and H-402 for 13 hours 3) Maintaining a short term back up unit on site 41 days in excess of the 180 day permit limit, 4) Failure to provide notice of repair within seven days, the notice of boiler repair was provided sixty-two days after completion.	Pending	\$0.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			

11/14/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on October 24, 2022.	Pending	\$2,500.00	\$0.00
		EA Number:		Description of Resolution:			
11/18/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanides and phenols on November 7, 2022.	Pending	\$5,000.00	\$0.00
		EA Number:		Description of Resolution:			
11/21/2022	IND077042034	IDEM	Notice of Non-Compliance	1) Exceedance of the permitted Sulphur dioxide emissions rate from process heater H-201 and H-301 for 17 hours, 2) Exceedance of the permitted Sulphur dioxide emissions rate from process heaters H-401 and H-402 for 55 hours.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			
12/14/2022	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on December 5, 2022.	Pending	\$2,500.00	\$0.00
		EA Number:		Description of Resolution:			
1/4/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on December 13, 2022.	Pending	\$2,500.00	\$0.00
		EA Number:		Description of Resolution:			
1/30/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on January 18, 2023.	Pending	\$2,500.00	\$0.00
		EA Number:		Description of Resolution:			
2/21/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide of February 6, 2023.	Pending	\$2,500.00	\$0.00
		EA Number:		Description of Resolution:			
3/6/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and fluoride on February 16, 2023.	Pending	\$5,000.00	\$2,500.00
		EA Number:		Description of Resolution:			
3/27/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and mercury on March 6, 2023.	Pending	\$5,000.00	\$2,500.00
		EA Number:		Description of Resolution:			
3/27/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on March 16, 2023.	Pending	\$2,500.00	\$0.00
		EA Number:		Description of Resolution:			
3/31/2023	IND077042034	IDEM	Notice of Violation	1) Failure to submit an annual emissions statement in a timely manner, 2) Failure to keep parts washer covers closed when the parts washer was not in use, 3) Failure to analyze off-set gas for Sulphur content for two quarters.	Resolved	\$500.00	\$500.00
		EA Number:		Description of Resolution:		Paid a civil penalty.	

4/28/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide, phenols and oil & grease on April 12, 2023.	Pending	\$7,500.00	\$5,000.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
5/5/2023	IND077042034	IDEM	Notice of Violation	1) Between January 1 and March 15, 2022, Safety-Kleen exceeded the combined sulfur dioxide emission rate of fourteen (14) pounds per hour from Process Heater H-201 and Process Heater H-301 for thirteen (13) hours, 2) Between January 11 and March 15, 2023, Safety-Kleen exceeded the combined sulfur dioxide emission rate of ten and eight-tenths (10.8) pounds per hour from Process Heater H-401 and Process Heater H-402 for eighteen (18) hours.	Pending	\$0.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
5/8/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and phenols on April 24, 2023	Pending	\$5,000.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
5/19/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and mercury on May 4	Pending	\$5,000.00	\$2,500.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
6/9/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on May 18, 20223.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
6/26/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on June 6, 20223.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/8/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance for availabel cyanide on July 13, 2023.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/21/2023	IND077042034	City of East Chicago Sanitary District	Notice of Violation	Discharge exceedance of available cyanide on July 27, 2023.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/25/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of cyanaiide and phenols on August 3, 2023.	Pending	\$5,000.00	\$2,500.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
9/12/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on August 21, 2023.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
10/6/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on 9/21/2023.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			

11/1/2023	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on 10/9/2023.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
11/13/2023	IND077042034			Discharge exceedance for available cyanide from sample taken on 10/19/2023.	Pending	\$2,500.00	\$0.00
			EA Number: 141835	Description of Resolution:			
12/14/2023	IND077042034	FRA	Warning Letter/Notice	SHQX 006887 was flagged by the FRA for not being properly tool tight. Inspector was able to tighten.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
1/4/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on December 4, 2023.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
1/12/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on December 12, 2023.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
2/19/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of cyanide, FOG, Mercury, Copper, Lead, Zinc, N-Octadecane on 1/24/2024.	Pending	\$17,500.00	\$15,000.00
			EA Number:	Description of Resolution:			
2/28/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on 2/15/2024.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
2/28/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on 2/5/2024.	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
3/19/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and Oil and Grease on 3/4/24.	Pending	\$5,000.00	\$2,500.00
			EA Number:	Description of Resolution:			
4/16/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on 3/21/2024	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			
5/9/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide and Phenols	Pending	\$5,000.00	\$0.00
			EA Number:	Description of Resolution:			
5/17/2024	IND077042034	USDOJ	Consent Decree	1) Failure to comply with Industrial Discharge permit limits, 2) Failure to conduct compliance monitoring, 3) Failure to maintain treatment equipment, 4) Failure to adhere to notification requirements	Pending	\$8,700,000.00	\$0.00
			EA Number:	Description of Resolution:			
5/22/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide	Pending	\$2,500.00	\$0.00
			EA Number:	Description of Resolution:			

5/28/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
6/7/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
6/14/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on June 4, 2024.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
7/22/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on June 27, 2024.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/5/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on July 11, 2024.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/5/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on July 24, 2024.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
8/26/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on August 8, 2024.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
9/4/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide for sampling date 8-22-24.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
10/29/2024	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on October 3, 2024.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			
2/18/2025	IND077042034	City of East Chicago	Notice of Violation	Discharge exceedance of available cyanide on January 28, 2025.	Pending	\$2,500.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>			

State, Location *Indiana, Greenwood*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
5/19/2022		IDEM	Notice of Violation	1) Failure to have a Contingency Plan Quick Reference Guide available during the inspection, 2) Failure to have personnel training records available for review.	Resolved w/o Penalty	\$0.00	\$0.00
<i>EA Number:</i>				<i>Description of Resolution:</i>	Provided written response to the agency.		

State, Location Indiana, South Bend

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
9/5/2023	IND000715474	US EPA	Notice of Violation	Failure to close a container except when adding or removing waste.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:		Description of Resolution:	Response provided to the agency.		
2/5/2025	IND000715474	IDEM	Warning Letter/Notice	1) Failure to mark a container with the words "Hazardous Waste".2) Failure to mar a container with the accumulation start date, 3) Failure to document annual RCRA training, 4) Cracks in containment.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Iowa, Davenport BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
9/6/2023	IAD098027592	US EPA	Warning Letter/Notice	1) Failure to mark a satellite accumulation container with the date within 3 days of being filled, 2) failure to test high level alarms daily, 3) failure to promptly clean up a used oil leak from a tank, 4) failure to mark a universal waste aerosol container with the words "Universal Waste", 5) failure to send 2 universal waste aerosol cans to a universal waste handler.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Iowa, Des Moines BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
3/9/2022	IAD981718000	US EPA	Warning Letter/Notice	1) Failure to maintain adequate aisle space, 2) Failure to label a container as "Hazardous Waste", 3) Failure to label a container with the nature of the hazard, 4) Failure to conduct adequate inspections of the container storage area, 5) Failure to maintain operating records, 6) Storage of a container of waste other than those identified in the permit.	Resolved	\$77,051.00	\$35,325.00
		EA Number:		Description of Resolution:	Paid a civil penalty.		
1/23/2024	IAD981718000	USEPA	Notice of Non-Compliance	1) Failure to demonstrate accumulation time for universal waste, 2) Failure to conduct weekly inspection on a container storage area, 3) Failure to include waste codes on manifests, 4) Failure to include waste codes on LDRs 5) Accumulation of waste beyond 90 days	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:		Description of Resolution:	Corrections documented		

State, Location *Kansas, Wichita, KS - SK*

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/7/2022	KSD000809723	US EPA	Warning Letter/Notice	1) An unlabeled, undated container of parts washer solvent, 2) Label used oil fitter bins, 3) Liquid not removed from the hazardous waste tank farm sump.	Resolved	\$37,934.00	\$37,934.00
		EA Number:		Description of Resolution:	Paid a civil penalty.		
6/11/2024	KSD000809723	US EPA	Notice of Non-Compliance	1) Missing waste determination of material in storage 2) container missing accumulation start date	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location *Kentucky, Lexington, KY BR*

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/12/2022	KYD981027469	KY DEP	Notice of Violation	1) Failure to maintain adequate isle space.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number: ENV20220001		Description of Resolution:	Provided a response to the agency.		

State, Location *Kentucky, Louisville BR*

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
3/28/2022	KYD985072610	KY DEP	Notice of Non-Compliance	1) An IBC Tote and 55 gallon drum were on-site but the manifest did not accompany the waste, 2) Failure to sign a manifest, 3) As transporter, ensure the manifest accompanies the waste shipment, 4) Two rail cars used to transport used oil were not marked "Used Oil".	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number: ENV20220001		Description of Resolution:	Provided a written response to the agency.		
8/1/2023	KYD985072610	Louisville Public Works Department	Notice of Violation	Failure to submit the annual haulers license renewal application and fee.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:		Description of Resolution:	Applications was submitted		
10/17/2023	KYD985072610	Kentucky DEP	Notice of Violation	Storage of transfer waste in excess of 10 days.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:		Description of Resolution:	Provided a written response to the agency.		
4/15/2024	KYD985072610	KY DEP	Notice of Violation	Failure to produce evidence of submitting a copy of the annual report to the County Judge Executive	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number: ENV20240001		Description of Resolution:	Provided evidence of submitting the report		

State, Location Kentucky, Smithfield

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
7/14/2022	KYD053348108	KY DEP	Notice of Violation	Discharge exceedance of total suspended solids for the month of February 2022. The monthly average was 32 mg/l and the permit limit is 30 mg/l.	Resolved w/o Penalty	\$0.00	\$0.00
		<i>EA Number:</i> ENV20220001		<i>Description of Resolution:</i>	Provided documentaton to the agency.		
8/7/2023	KYD053348108	KY DEP	Notice of Violation	1) Failure to maintain a container in good condition.	Resolved w/o Penalty	\$0.00	\$0.00
		<i>EA Number:</i>		<i>Description of Resolution:</i>	Provided documentation of corrections to the agency.		
11/1/2023	KYD053348108	KY DEP	Notice of Violation	Two accumulation containers not having start date. Corrected at time of inspection.	Resolved w/o Penalty	\$0.00	\$0.00
		<i>EA Number:</i>		<i>Description of Resolution:</i>			
8/13/2024	KYD053348108	KY DEP	Notice of Violation	1) Failure to label containers with the words "Hazardous Waste", 2) Failure to label containers with an indication of the waste hazards, 3) Failure to label containers with an accumulation start date.	Pending	\$0.00	\$0.00
		<i>EA Number:</i>		<i>Description of Resolution:</i>			
8/27/2024	KYD053348108	KY DEP	Notice of Violation	1) Container integrity concerns because of improper stacking or container condition, 2) Failure to close containers, 3) Improper stacking of containers, 4) Universal Waste labels on hazardous waste containers, 5) Failure to close hopper lids, 6) Illegible Subpart BB tags, 7) Hoppers with warped lids, 8) Failure to have a Quick Reference Guide, 9) Failure to mark tankers with the words "Hazardous Waste",	Pending	\$0.00	\$0.00
		<i>EA Number:</i>		<i>Description of Resolution:</i>			
9/3/2024	KYD053348108	KY DEP	Notice of Violation	1) Failure to mark a container with the words "Hazardous Waste", 2) A container without an indication of the hazard on the label, 3) A container without an accumulation start date on the label, 4) Hazardous waste containers not closed.	Pending	\$0.00	\$0.00
		<i>EA Number:</i>		<i>Description of Resolution:</i>			
11/19/2024	KYD053348108	KY DEP	Notice of Violation	1) A leaking tote tank, 2) Failure to label a container with a hazardous waste label, 3) Failure to have an accumulation start date on a container.	Pending	\$0.00	\$0.00
		<i>EA Number:</i>		<i>Description of Resolution:</i>			
11/26/2024	KYD053348108	KY DEP	Notice of Violation	Hazardous waste containers erroneously labeled as Universal Waste.	Pending	\$0.00	\$0.00
		<i>EA Number:</i>		<i>Description of Resolution:</i>			

1/16/2025	KYD053348108	KY DEP	Notice of Violation	1) Failure to label a container with the words "Hazardous Waste". 2) Failure to document weekly visual pump inspections 3) Failure to document quarterly inspection of valves and flanges. 4) Failure to document the annual tank inspection, 5) A dump trailer was not labeled with an indication of the hazard.	Pending	\$40,000.00	\$0.00
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<i>EA Number:</i>	<i>Description of Resolution:</i>
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State, Location *Louisiana, Shreveport*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
5/28/2024	LAR000068239	City of Shreveport	Notice of Violation	1) Chain of custody failed to denote collection methods and sample preservatives used	Pending	\$0.00	\$0.00

<i>EA Number:</i>	<i>Description of Resolution:</i>
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State, Location *Louisiana, St. Rose*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
7/24/2024		LDEQ	Warning Letter/Notice	9 drums in storage failed to have the words "Hazardous Waste" and the accumulation start date on the label, 2) a satellite accumulation drum was not closed.	Pending	\$0.00	\$0.00

<i>EA Number:</i>	<i>Description of Resolution:</i>
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State, Location *Lousiana, Metairie*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
1/19/2022		US EPA	Compliance Advisory	Deficient Spill Prevention Control and Countermeasure (SPCC) plan and Facility Response Plan (FRP).	Resolved	\$33,100.00	\$33,100.00
					<i>Description of Resolution:</i> Entered into an administrative consent order.		
6/30/2023		LA DEQ	Warning Letter/Notice	1) An insufficient radiation protection program, 2) failure to conduct annual and initial radiation surveys, 3) failure to post licenses or certificates of registration.	Pending	\$0.00	\$0.00
					<i>Description of Resolution:</i>		
3/14/2024		Jefferson Parish	Notice of Violation	Debris on outside of property	Pending	\$0.00	\$0.00
					<i>Description of Resolution:</i>		

State, Location *Massachusetts, Safety-Kleen Corporate*

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/4/2022		FL DEP	Warning Letter/Notice	A transporter accepting hazardous waste from a generator without a manifest.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
5/18/2022		PA DEP	Notice of Violation	Failure to submit the 2022 Q1 Pennsylvania Hazardous Waste Transporter Report.	Dismissed	\$0.00	\$0.00
			EA Number:	Description of Resolution:	FedEx lost the submittal package. A replacement report was submitted.		
4/14/2023		NY DEC	Notice of Violation	1) Transportation of waste to a facility not listed on the Transportation Permit.	Resolved	\$4,500.00	\$4,500.00
			EA Number:	Description of Resolution:	Paid a civil penalty.		
			CO-4-20230412-91				
6/21/2023		ODEQ	Warning Letter/Notice	Transporting waste from a small quantity generator without a manifest.	Pending	\$15,000.00	\$0.00
			EA Number:	Description of Resolution:			
			2023-PEN-7597				
3/8/2024		NYDEC	Notice of Violation	Transporting unauthorized regulated waste.	Resolved	\$6,000.00	\$6,135.00
			EA Number:	Description of Resolution:	Paid civil penalty		
			CO-4-20240305-59				
7/1/2024		IEPA	Notice of Violation	Shipment of hazardous waste without a manifest.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
12/3/2024		ODEQ	Warning Letter/Notice	Transported hazardous waste without a hazardous waste manifest in violation of CFR 40 CFR 263.20©.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location *Massachusetts, Salisbury BR*

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
2/26/2024	MAD060095569	Mass DEP	Warning Letter/Notice	Failure to submit an annual certification form for underground storage tanks on time.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided the documentation to the agency.		
10/18/2024	MAD060095569	Massachusetts Attorney General Office	Compliant	1) Improperly stored hazardous waste, 2) failed to label hazardous waste, 3) failed to close waste containers, 4) Left hazardous waste on the ground in the parking area, 5) failed to provide information in a timely manner, 6) allowed ancillary equipment for an underground storage tank to remain open when not in use, 7) Failed to install a underground storage tank leak detection properly and 8) allowed liquid to accumulate on a UST and its spill bucket.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Michigan, Mason, MI (Lansing) BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
6/10/2024	MID981000359	Michigan EGLE	Notice of Violation	Hazardous waste in transit stored greater than 10 days	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Minnesota, Eagan BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/24/2024	MND981097884	MPCA	Notice of Violation	Stacking height exceeded 2 pallet height, and transfer waste exceeded 10 days.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
9/6/2024	MND981097884	MPCA	Penalty Notice	Storing waste stacked 3 containers high, 2) Storage of containers in transit longer than 10 days.	Resolved	\$5,800.00	\$5,800.00
			EA Number:	Description of Resolution:	Paid a civil penalty.		

State, Location Missouri, Columbia BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
8/5/2022	MOD980971626	MO DNR	Warning Letter/Notice	1) Failure to mark a container with the words "Used Oil",	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	The container was labeled correctly prior to the inspector leaving the site.		

State, Location Missouri, Springfield, MO BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
12/1/2022	MOD000669069	MO DNR	Warning Letter/Notice	1) Failure to maintain secondary containment free of cracks, 2) Failure to mark a satellite accumulation drum with the words "Hazardous Waste", 3) Failure to store unbroken lamps in an adequate container.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	All issues corrected		

State, Location Missouri, St. Charles, MO BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
3/22/2022	MOD095486312	US EPA	Notice of Non-Compliance	1) A satellite accumulation container was not adequately closed.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Issue corrected		

11/28/2023	MOD095486312	Cottleville Fire Protection District	Notice of Violation	Failure to have a knock box, 2) Failure to maintain ceiling tiles in a closed position.	Resolved w/o Penalty Issues corrected	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			

State, Location *Nebraska, Grand Island*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
2/1/2022	NED053316535	US EPA	Notice of Non-Compliance	1) A railcar not was labeled "Used Oil", 2) Incompatible waste not separated . A flammable liquid was stacked on an oxidizer container.	Resolved	\$22,522.00	\$22,522.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>	Paid a civil penalty.		
11/4/2022	NED053316535	NDEE	Notice of Non-Compliance	Exceeding satellite accumulation volume limits without documenting the date the volume was exceeded, 2) failure to maintain impervious epoxy coating.	Resolved w/o Penalty	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>	Provided written response to the agency,		
5/14/2024	NED053316535	US EPA	Notice of Violation	1) Failure to maintain secondary containment, 2) failure to maintain training for the emergency coordinator	Pending	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			

State, Location *Nebraska, Omaha*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
3/15/2022	NED981495724	Nebraska Dept. of Environment and Energy	Notice of Non-Compliance	1) Failure to maintain on site a copy of the 2021 annual recharacterization data, 2) failure to conduct an annual Subpart BB inspection, 3) failure to identify a pipe running from the top of a tank to the secondary containment in the piping diagrams, 4) failure to identify an emergency pressure relief device in the permit application, 5) failure to identify in the permit the location and details of a safety device the tank vented through.	Resolved w/o Penalty	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>	Provided a written response to the agency and submitted a permit modification request.		
8/8/2023	NED981495724	US EPA	Warning Letter/Notice	1) Failure to send signed and dated manifest to the generator within 30 days of receipt, 2) Failure to maintain containers so the date of accumulation can be readily seen, 3) Failure to separate incompatible materials.	Pending	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			
5/30/2024	NED981495724	US EPA	Notice of Non-Compliance	1) failure to certify emanifests within 30 days, 2) containers without clearly visible required hazardous waste markings, 3) incompatible materials not segregated properly	Resolved w/o Penalty	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>	Corrected noted issues.		

State, Location Nevada, Fallon

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/4/2023	NVR000080655	NDEP	Warning Letter/Notice	1) System 7A Hydrotreater exceedance of the allowable throughput for used motor oil daily total, 2) Facility was missing quarterly TDS results for some of 2020, 3) Exceedances of TDS limit in 2021 without a report to NDEP. 4) Non-Heated Petroleum Liquid Tank had elevated throughput on multiple days. 5) Opacity inspection not in using Method 9 checklist—	Pending	\$29,150.00	\$0.00
EA Number:				Description of Resolution:			
7/17/2024	NVR000080655	NV Div. of Environmental Protection	Warning Letter/Notice	Exceeding permit specified limits for particulate matter in stack tests conducted on November 30, 2023 and December 1, 2023.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Met with the agency and explained corrective actions.		
9/30/2024	NVR000080655	NDEP	Notice of Violation	1) Exceedance of the annual throughput permit limits, 2) Failure to conduct required monitoring, 3) Failure to pass source test(s).	Pending	\$35,750.00	\$0.00
EA Number: 3069, 3070, 3150				Description of Resolution:			

State, Location Nevada, Las Vegas

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
6/28/2023	NVR000001925	City of Las Vegas	Notice of Violation	Exceeded Lead (Pb) discharge monthly average	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			

State, Location Nevada, North Las Vegas

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
1/25/2022	NVR000001925	City of North Las Vegas Fire Department	Notice of Non-Compliance	1) Repair address sign, 2) clean up vegetation front of building and 3) update NFPA 704 diamond sign.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Completed the repairs.		
2/15/2024	NVR000001925	City of North Las Vegas	Notice of Non-Compliance	A leaking backflow preventor during an inspection.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			
5/9/2024	NVR000001925	City of North Las Vegas	Notice of Violation	Discharge exceedance for copper.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			

1/22/2025	NVR000001925	North Las Vegas Fire Prevention	Warning Letter/Notice	1) Vegetation needed to be controlled, 2) Address number sign needed attention, 3) Egress exit lights needed repair.	Pending	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			

<i>State, Location</i>		<i>New Hampshire, Green View Technologies</i>					
<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
10/9/2024		NH DEP	Notice of Non-Compliance	Failure to return manifests in a timely manner.	Pending	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			

<i>State, Location</i>		<i>New Jersey, Clayton</i>					
<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
5/23/2022		NJ DEP	Notice of Violation	1) Failure of a large quantity generator to submit a biennial report.	Dismissed	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>	Notified the agency that no report was due because no hazardous waste had been generated at the site.		

<i>State, Location</i>		<i>New Jersey, Linden</i>					
<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
6/22/2022	NJD002182897	NJ DEP	Notice of Violation	1) Failure to submit sample results for a Solid/Chemical Marix (SCM) Proficiency Test.	Resolved	\$500.00	\$500.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>	Entered into an order and paid a civil penalty.		
2/16/2023	NJD002182897	NJ DEP	Notice of Violation	1) Failure to maintain a facility to prevent a release. 2) An unauthorized discharge.	Pending	\$0.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			
4/6/2023	NJD002182897	NJ DEP	Notice of Violation	1) Failure to maintain the facility as to prevent a release, 2) Failure to prevent a release from a rail car with a broken valve.	Pending	\$6,400.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			
6/13/2023	NJD002182897	NJ DEP Bureau of Release Prevention	Notice of Violation	The Linden facility caused, suffered, allowed or permitted a 250 gallon discharge of spent mineral oils (containing regulated petroleum distillates) to the lands of the State of New Jersey from a railcar with a malfunctioning valve.	Resolved	\$2,000.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>	Provided corrective actions to the agency.		
8/22/2023	NJD002182897	NJ DEP	Penalty Notice	Failure to have a working flowmeter on the RTO unit.	Pending	\$6,450.00	\$0.00
			<i>EA Number:</i>	<i>Description of Resolution:</i>			

7/29/2024	NJD002182897	US EPA	Notice of Violation	1) Inadequate corrosion protection for Tank 4403, 2) Inadequate secondary containment due to cracks, erosion and pitting, 3) failure to operate the facility to minimize the possibility of releases caused by leaking equipment, 4) failure to repack a container that was not in good condition, 5) Use of containers that were incompatible with the hazardous waste, 6) failure to repair leaking pumps in the required time frame 7) inadequate labeling on drums, 8) two open satellite containers, 9) open ended valves and lines without adequate caps or double valves.	Pending	\$0.00	\$0.00
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EA Number:

Description of Resolution:

State, Location *New Jersey, Vincetown BR*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
9/29/2023	NJD000768101	NJ DEP	Notice of Violation	1) Failure to give advance notice of a change to the facility, 2) Failure to give advanced notice of any noncompliance.	Resolved	\$35,000.00	\$26,250.00

EA Number:

Description of Resolution:

Paid civil penalty

State, Location *New York, Cohoes*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
12/18/2023	NYD986872869	NY DEC	Notice of Violation	1) Failure to renew a "No Exposure" certification in a timely manner.	Resolved w/o Penalty	\$0.00	\$0.00

EA Number:

Description of Resolution:

The certification was submitted.

State, Location *New York, Lackawanna, NY (Buffalo) BR*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
12/18/2023	NYD981556541	NY DEC	Notice of Violation	1) Failure to renew a "No Exposure" certification in a timely manner.	Pending	\$0.00	\$0.00

EA Number:

Description of Resolution:

State, Location *New York, Mahopac*

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
2/7/2024		NY DEC	Notice of Violation	Transportation of material to a facility not listed on the transporter's transportation permit.	Pending	\$0.00	\$0.00

EA Number:

Description of Resolution:

State, Location *New York, North Amityville*

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
2/3/2022	NYD000708198	Suffolk County Health Department	Notice of Violation	1) Failure to display a permit to operate an oil collection container, 2) Failure to have container monthly inspection records available for review at the inspection.	Resolved	\$0.00	\$0.00
		EA Number:		Description of Resolution:	The civil penalty for the alleged violations was paid for by Safety-Kleen's customer who was managing the oil collection container on their site.		
5/3/2022	NYD000708198	NY DEC	Notice of Violation	1) Failure to report a spill, 2) Failure to conduct monthly inspections adequately, 3) Failure to remove debris from the secondary containment system.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			
5/6/2022	NYD000708198	NY DEC	Notice of Violation	1) Failure to perform monthly inspections adequately, 2) Failure to repair pipe insulation, 3) Oil debris inside the secondary containment system, 4) Failure to notify the Department of a spill within 2 hours, 5) Failure to remove rainwater from the secondary containment system within 24 hours.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			
5/10/2023	NYD000708198	NY DEC	Notice of Violation	1) Failure to keep a copy of the annual report for 2021 on site. 2) Failure to have unfaded yellow line markings on the floor CSA#1 which separates the hazardous wastes from non hazardous wastes. 3) Malfunctions with the fill level alarm were not inspected accurately. Lights that detect fill level for tank 1 and tank 3 were not functioning. 4) 5% of all results for incoming bulk used oil loads were not split sampled and analyzed by an ELAP certified lab for total halogen content after June 2022. 5) The floor of the ramp near used oil tank #3 and used oil tank #4 is cracked and needs repair. Storm drain.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			
11/21/2024	NYD000708198	Suffolk County	Notice of Violation	Three violations identified in inspection report from Suffolk County. 1) Tank color code was incorrect 2) warehouse containment coating needed to be repaired 3) monitoring wells missing bolts.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location North Carolina, Charlotte

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
1/10/2022	NCR000006775	NC DEQ	Notice of Violation	1) Storing waste in transit over 10 days, 2) Failure to send the revised contingency plan to applicable emergency services providers, 3) Failure to update the Quick Reference Guide to the contingency plan, 4) Missing daily inspections.	Pending	\$0.00	\$0.00
EA Number: 2022-025				Description of Resolution:			
10/11/2023	NCR000006775	Charlotte-Mecklenburg County Water Services	Notice of Violation	Accidental discharge of Used Oil to land from overfilling Tanks#39 and #40 at the tank farm.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			

State, Location North Carolina, Charlotte BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
2/7/2025	NCD079060059	Charlotte Fire Department	Warning Letter/Notice	1) Failure to provide test certificates needed for fire suppression/life-safety system(s), 2) Hazardous Materials Inventory Statement not completed,	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Provided documentation to the Fire Department.		

State, Location North Dakota, Bismarck BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
11/9/2023	NDD980957070	Bismarck Fire Department	Notice of Violation	Missing a door knob on the exterior door of the east warehouse.	Resolved w/o Penalty	\$0.00	\$0.00
EA Number:				Description of Resolution:	Made required repair		

State, Location North Dakota, Fargo BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
2/20/2025	NDD000716738	North Dakota Department of Environmental Quality	Warning Letter/Notice	1) Secondary containment for the site did not have 10 per cent capacity of used oil stored.at the site.	Pending	\$0.00	\$0.00
EA Number:				Description of Resolution:			

State, Location Ohio, Groveport

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
11/3/2023	OKD981000664	Ohio EPA	Consent Administrative Order	Stored transfer waste in excess of 10 days without a permit.	Resolved	\$6,160.00	\$6,160.00
			EA Number:	Description of Resolution:	Paid a civil penalty.		

State, Location Oklahoma, Port of Catoosa Oil

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
12/15/2023	OKD982558207	USEPA	Notice of Non-Compliance	1) Spill Prevention Control and Countermeasure Plan (SPCC) contact list needs an updated phone number for EPA and to add the Cherokee Nation contact information, 2) The SPCC plan lacked undiked drainage protocols for facility piping and loading racks in areas outside secondary containment, 3) Railcar loading racks lacked sized secondary containment, 4) SPCC plan does not discuss "appropriate qualifications" of persons conducting tank inspections, 5) Containers in the facility without adequate secondary containment, 6) The Facility Response Plan (FRP) was missing the Equipment Testing and Drill Deployment Log., 7) The FRP does not adequately describe where the shelter facilities are located and where alternative command centers can be established if necessary, 8) The tank chart was missing the quantity stored and failure causes for each tank, 9) Water intakes and drinking water intakes need to be identified in the FRP, 10) 2 spills in the FRP lacked all the required documentation, 11) Spill scenarios in the FRP need to be updated, 12) The FRP needs to address criteria for air monitoring, 13) Temporary storage for waste prior to off-site shipment needs to be identified in the FRP, 14) The FRP does not explain how to control a spill with the drainage system. 15) The drainage plan is missing some information and does not discuss some outfalls, 16) The FRP plan needs a sample sorbent inspection form, 17) Facility diagrams were missing some valves and other information.	Resolved	\$45,200.00	\$35,200.00
			EA Number:	CWA-06-2024-4801	Description of Resolution:	Civil penalty paid.	

State, Location Ontario, Breslau

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
3/15/2022	A8231	Ontario Court of Justice	Compliant	An odor complaint related to the discharge into the environment of Sulphur compounds that caused or was likely to cause an adverse effect.	Resolved	\$0.00	\$175,000.00
			EA Number:		Description of Resolution:	Paid the statutory penalty,	

5/12/2022	A8231	Region of Peel	Notice of Violation	Discharge of 28.6 ppm oil & grease on April 26, 2022. The permit limit is 15 ppm.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided a response to the agency.		
6/26/2023	A8231	Environment and Climate Change Canada	Notice of Violation	Failure to complete Section B of movement document IP00602-7 with the appropriate port of entry.	Resolved	\$1,000.00	\$1,000.00
			EA Number: 8300-2422	Description of Resolution:	Paid a civil penalty.		
6/26/2023	A8231	Environment and Climate Change Canada	Notice of Violation	Failure to complete Section B of movement document QO00639-2 with the appropriate port of entry.	Resolved	\$1,000.00	\$1,000.00
			EA Number: 8300-2423	Description of Resolution:	Paid a civil penalty.		
6/26/2023	A8231	Environment and Climate Change Canada	Notice of Violation	Failure to complete Section B of movement document IB00645-1 with the appropriate port of entry.	Resolved	\$1,000.00	\$1,000.00
			EA Number: 8300-2424	Description of Resolution:	Paid a civil penalty.		
7/26/2024	A8231	Ontario Court of Justice	Compliant	Discharge of noxious odors into the air and failure to warn the surrounding municipalities.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
1/8/2025	A8231	Region of Waterloo	Notice of Determination	Discharge exceedance of chlorides.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Oregon, Clackamas

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
2/16/2022	ORD981766124	Metro Solid Waste Authority	Notice of Violation	Operating a solid waste transfer facility without a Metro license.	Resolved	\$360.00	\$360.00
			EA Number: MRC-021891	Description of Resolution:	Applied for a license.		
10/13/2023	ORD981766124	Oregon DEQ	Notice of Non-Compliance	1) discharging secondary containment captured precipitation from waste water tank No. 2 to the WES sewer system without a permit, 2) failure to collect a stormwater monitoring sample during Q2 of 2023 3) the daily stormwater inspection form was different than the one shown in the Storm Water Pollution Control Plan (SWPCP), 4) failure to train all employees working at the site on stormwater training, 5) registrant failed to provide adequate secondary containment for 10 (ten) 6900g tanks (69,000 g total) of ammonium sulfate adjacent to 3 stormwater catch basins, 6) Failure to submit Tier I reports for benchmark exceedances and/or stormwater flow visual impairments.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
2/23/2024	ORD981766124	ODEQ	Notice of Violation	1) Storage of waste in transit greater than 10 days without a permit, 2) Failure to perform a waste determination on mops used to clean up a solvent spill and filter media boxes.	Pending	\$40,800.00	\$0.00
			EA Number: 2024-PEN-8465	Description of Resolution:			

12/3/2024 ORD981766124 ODEQ Notice of Violation Transported hazardous waste without a hazardous waste manifest. Pending \$6,600.00 \$0.00

EA Number: 2024-PEN-9681 *Description of Resolution:*

State, Location Oregon, Clackamas AC

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
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9/16/2024	ORD981766124	Water Environment Services	Penalty Notice	1) Exceedance of the pH in an industrial wastewater discharge. 2) Exceeding the 15 minute hold time for pH samples. 3) Failure to notify Waste Environment Services of exceeding the pH hold time before analysis. 4) Failure to repeat the analysis within 30 days.	Resolved	\$4,000.00	\$4,000.00
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EA Number: *Description of Resolution:* The facility paid a \$4,000 penalty to Clackamas County Water Environment Services and this matter has been addressed.

State, Location Oregon, Clackamas TFI

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
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8/12/2024	ORQ000025197	Oregon DEQ	Warning Letter/Notice	1) Failure to implement facility inspections on 21 occasions, 2) Failure to implement record retention requirements, 3) Failure to implement requirements such as clean oil stains from the pavement, cover waste containers, maintain the retention pond and implement employee education.	Pending	\$0.00	\$0.00
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EA Number: 2024-WLOTC-6808 *Description of Resolution:*

State, Location Pennsylvania, Fairless Hills

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
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2/15/2023	PAD987266715	US EPA	Notice of Violation	1) Failure to empty the drum washer/dumpster units each day, 2) Inspection logs not filled out legibly.	Resolved w/o Penalty	\$0.00	\$0.00
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EA Number: R3-23-NOV-RCRA-07 *Description of Resolution:* Corrective actions were completed.

State, Location Pennsylvania, Johnstown BR

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
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11/21/2022	PAD981736143	PA DEP	Notice of Violation	1) Tank 001A requires repair of areas of exterior coating failure, 2) Facility failed to provide documentation of required fire and safety permit, 3) Facility failed to provide required contractor log.	Resolved	\$0.00	\$0.00
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EA Number: *Description of Resolution:* Provided follow up information to the Agency.

State, Location Pennsylvania, New Kingstown BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
3/22/2022	PAD000738823	PA DEP	Notice of Non-Compliance	1) Tanks not labeled to accurately identify their contents.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
4/16/2024	PAD000738823	PA DEP	Notice of Violation	Manhole cover not repaired, annual Subpart BB and CC inspections on tank roof not completed as required, and inspection, training and tank certification records were not immediately available during the inspection.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Pennsylvania, West Chester

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
9/22/2022	PAD000738849	PA DEP	Notice of Violation	1) Deficient coating on a tank and piping.	Resolved	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided documentation of repainted tank.		

State, Location Pennsylvania, West Mifflin

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
9/29/2023	PAD982576258	PA DEP	Notice of Violation	1) Unsatisfactory coating on a tank, 2) Unsatisfactory fire check valve on a tank.	Resolved	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided documentation of repairs.		
10/4/2023	PAD982576258	PA DEP	Notice of Violation	1) A high level alarm in the tank farm was inoperable for a two week period while repairs were arranged, 2) waste in transit exceeding the 10 day storage limit.	Resolved	\$10,500.00	\$10,500.00
			EA Number: 420501	Description of Resolution:	Consent Assessment of Civil Penalty finalized		
10/4/2023	PAD982576258	PA DEP	Notice of Violation	1) Communication and Alarm System not operating properly, noted in each daily inspection report of the solvent tank farm dated 9/1/23-9/18/23, 2) Waste storage exceeding time limits per permit requirements.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided a response to the agency.		
10/4/2023	PAD982576258	PA DEP	Notice of Violation	1. Malfunctioning HLA on hazardous waste tank; 2. Exceeded the 10-day limit for storage of in-transit waste	Resolved	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Responded to the Agency.		

12/4/2024	PAD982576258	PA DEP	Notice of Violation	1) Failure to comply with the aboveground storage tank system performance standards for a detreated internal lining, 2) Failure to comply with the aboveground storage tank system performance standards for a coating failure on the roof.	Pending	\$0.00	\$0.00
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EA Number:

Description of Resolution:

State, Location Rhode Island, Cranston

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
9/14/2023	RID084802842	RI DEM	Warning Letter/Notice	Inspection concerns with drum labels, leaking fiber drum, aisle space issues.	Resolved	\$0.00	\$0.00
				<i>EA Number:</i>	<i>Description of Resolution:</i>	Corrections made at time of inspection	
7/12/2024	RID084802842	Rhode Island DEM	Notice of Violation	Discharge of oil sheen from an oil filter box.	Pending	\$50,000.00	\$0.00
				<i>EA Number:</i>	<i>Description of Resolution:</i>		

State, Location South Carolina, Greer BR

<i>Date Recieved</i>	<i>EPA ID</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Status</i>	<i>Proposed Penalty</i>	<i>Penalty Paid</i>
6/23/2023	SCD981031040	DHEC	Warning Letter/Notice	1) Failure to clean up used absorbents and liquid observed under the Return and Fill dock, 2) a container of aerosol cans was open, 3) Incomplete label, the label had the month/day but missing the year, 4) a drum in storage appeared to be bulging, 5) a 5-gallon pail of universal waste batteries had both a UVW & HW labels on it, 6) a drum had waste on top of the lid, 7) a drum label had numerous accumulation start dates 8) unlabeled parts washer solvent drums 9) 5-gallon pail with no label, 10) Crack in containment wall was observed, 11) liquid in sump with sheen observed, 12) manifests with different dates from generator/offerror and transporter 1, 13) several daily inspection documents missing time of day, missing year or the name of inspector.	Resolved w/o Penalty	\$0.00	\$0.00
				<i>EA Number:</i>	<i>Description of Resolution:</i>	Provided corrective actions to the agency.	
7/25/2023	SCD981031040	SC DHEC	Notice of Non-Compliance	1) Failure to maintain the return and fill unit without spills, 2) Failure to remove precipitation from secondary containment within 24 hours, 3) failure to keep a container closed, 4) failure to mark a container with the accumulation start date, 5) failure to mark a container with the words "Hazardous Waste", 6) failure to maintain secondary containment free of cracks or gaps, 7) failure to adequately inspect, 8) failure to resolve manifest discrepancies, 9) failure to maintain a quarterly report, 10) failure to maintain training records, 11) failure to amend the contingency plan in a timely manner, 12) inadequate tank inspection records, 13) exceeding permitted storage capacity,	Resolved	\$18,500.00	\$0.00
				<i>EA Number:</i>	<i>Description of Resolution:</i>	Entered into a consent order.	

State, Location South Carolina, Lexington

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
2/2/2023	SCD077995488	USEPA and SCDHEC	Notice of Non-Compliance	1) illegible Subpart BB equipment ID tags (covered with paint) and 2) deficient repair of containment system cracks inside tank farm.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Tennessee, Knoxville BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
11/17/2022	TND987777695	TN DEC	Warning Letter/Notice	Failed to submit notification paperwork to the Division within 90 days to report the generation of a new waste stream. The facility generated PCE-contaminated aqueous parts washer solution due to contaminated aqueous parts washer solution picked up from a customer.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			
12/20/2023	TND987777695	TN DEC	Notice of Violation	Failure to pay the annual Air Emission Fees	Resolved	\$1,039.89	\$1,039.89
		EA Number:		Description of Resolution: Paid the Emissions Fee and a late fee penalty.			

State, Location Tennessee, Millington

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
6/10/2024	TND000614321	TNDEC	Warning Letter/Notice	1) An open satellite accumulation container, 2) Failure to update the annual hazardous waste reduction plan and progress report for 2023.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:		Description of Resolution: Corrective actions were made.			
6/10/2024	TND000614321	TNDEC	Notice of Violation	1) Failure to maintain shipping logs for the transfer station, 2) Transfer logs were missing the generator's installation ID number., 3) Exceeded the 10 day storage limit for transfer facilities, 4) Managing hazardous waste without a manifest through the transfer facility.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			
3/24/2025	TND000614321	TDEC	Compliant	1) Failure to maintain and make available for inspection a log of all shipments of hazardous waste entering and leaving the facility, 2) Failure to include the installation identification number of the generator in the log, 3) Stored hazardous waste in transit for greater than 10 days without obtaining a permit.	Pending	\$102,800.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Tennessee, Piney Flats BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/28/2024	TN0000317289	TN DEC	Notice of Non-Compliance	1)annual report off site shipment data has error, 2) annual report indicates location utilized 3 transporters that are not licensed HW Transporters in TN.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Texas, Denton

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/16/2022	TXD077603371	TCEQ	Notice of Violation	1) The management method for laboratory waste is not reflected in the permit, 2) The satellite accumulation area is not close enough to the point of generation.3) The facility's Notice of Registration (NOR) requires updating.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided additional information to the agency.		
11/15/2023	TXD077603371	PA DEP	Notice of Violation	1) Failure to disclose enforcement actions that have occurred in the last five years on a transportation permit application.	Resolved	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided additional information to the agency.		
9/23/2024	TXD077603371	TCEQ	Warning Letter/Notice	1) Failure to update the Notice of Registration with current generation and management information, 2) Failure to move satellite accumulation waste directly to a permitted area, 3) Failure to close a permitted unit prior to change of services from hazardous to nonhazardous, 4) Failure to complete an accurate Annual Waste Summary, 5) Failure to properly complete manifests, 6) Cracks in containment, 7) Containment berm was damaged, 8) Ensure proper facility registration number is used.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Texas, Fort Worth

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
9/4/2024	TXD981053416	TCEQ	Warning Letter/Notice	1) Failure to secure the exterior fence, 2) Failure to maintain secondary containment free of cracks, 3) Failure to submit a complete and accurate annual waste summary report. 4) Failure to properly complete manifests.. 5) Failure to maintain a record of each satellite accumulation area location.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided documentation of the corrected issues to the agency.		

State, Location Texas, Irving

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
6/27/2023	TXD981052061	TCEQ	Warning Letter/Notice	1) Cracks in containment at the Return and Fill, 2) gaps in perimeter fence, 3) Capacity of CSA exceed, 4) Annual waste summary missing information, 5) NOR needed update to add EPA waste codes to waste solvent.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	All non-compliance issues noted were addressed and facility received compliance letter from TCEQ.		

State, Location Utah, Salt Lake City - TFI

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
8/16/2022		UDEQ	Warning Letter/Notice	Failure to identify Refinery Grade RFO as used oil in bills of lading, 2) A vehicle was not carrying 2 cubic feet of granulated absorbent, 3) a vehicle failed to use wheel chocks.	Resolved	\$0.00	\$0.00
			EA Number: 2207079	Description of Resolution:	Responded to the agency.		
9/21/2023		UDEQ	Warning Letter/Notice	1) Failure to sign training records by the course instructor, 2) Discrepancies between number of test kits ordered and number of tests reported, 3) Failure to include EPA ID numbers on the shipping documents, 4) System default to "pass" for chlor detect tests on services with 0 oil shipped is inaccurate.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Responded to the agency.		

State, Location Virginia, Chesapeake

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
5/20/2022	VAD000737346	VA DEQ	Notice of Non-Compliance	1) Records do not indicate the interval of time between the rain event and stormwater sampling, 2) The SWPPP sweeping schedule has not been updated, 3) the Site map is missing the size of the property, 4) The parking lot was observed with sediment accumulation that should have been prevented, 5) Routine inspections for 2nd and 3rd quarter were not provided.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Washington, Spokane BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/26/2023	WAH000025242	Department of Ecology	Notice of Violation	1) Failure to adequately characterize retain samples of vacuum truck wastes, 2) Failure to apply a state waste code to a manifest, 3) Failure to update a manifest with a waste code that was discovered at the time of disposal, 4) Failure to file an exception report for a manifest not received in 45 days. 5) Failure to label Class 9 material with words that identify the hazard.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided a written response to the agency documenting corrective actions.		

State, Location Washington, Tacoma

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
1/13/2022		US EPA	Notice of Violation	1) Failure to mark two pieces of equipment in a manner such they can be readily distinguished from other pieces of equipment subject to the air emissions standards for equipment leaks, 2) Failure to equip two open-ended lines with a cap, blind flange, plug or a second valve.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Corrective actions made.		
7/12/2022		FRA	Warning Letter/Notice	The bottom outlet cap was loose on a railcar.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Responded to the agency.		
1/18/2023		FRA	Notice of Violation	FRA inspection at BNSF Yard in Minneapolis MN, of railcar GATX35873. According to inspector, the bottom outlet cap, one manway bolt, and the vapor line plug were all not tool tight.	Resolved	\$5,000.00	\$3,250.00
			EA Number: ZEMER-2023-001	Description of Resolution:	Paid civil penalty.		
8/15/2023		FRA	Warning Letter/Notice	A liquid valve plug was improperly secured on a rail car.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			
1/29/2025		OR Dept. of Transportation	Notice of Violation	Found that 3 of 8 manway cover swing bolts were loose and able to be moved by hand.	Pending	\$0.00	\$0.00
			EA Number:	Description of Resolution:			

State, Location Washington, Vancouver

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
11/27/2023		Vancouver Fire Department	Notice of Non-Compliance	1) Extension cord being used permanently behind the server equipment, 2) The storage room had no NFPA 704 diamond, 3) The operational permits for LP-Gas and flammable liquids can not be renewed until pending issues are resolved.	Resolved w/o Penalty	\$0.00	\$0.00
		EA Number:		Description of Resolution:	Installed a permanent power outlet and installed a NFPA diamond.		

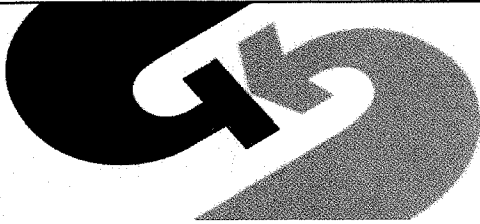
State, Location Wisconsin, Kaukauna

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
4/19/2022	WID981187297	WI Bureau of Weights and Measures	Warning Letter/Notice	Failure to have adequate corrosion protection on tanks.	Pending	\$0.00	\$0.00
		EA Number: 44001469		Description of Resolution:			
8/12/2022	WID981187297	WI DNR	Warning Letter/Notice	1) Failure to indicate a reportable quantity on a manifest, 2) Failure to inspect tanks each operating day.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			
3/7/2023	WID981187297	WI DNR	Warning Letter/Notice	Failure to supply exception reports when manifest copies were not received within 45 days.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

State, Location Wisconsin, Waukesha, WI (Milwaukee) BR

Date Recieved	EPA ID	Agency	Enforcement Type	Alleged Violation	Status	Proposed Penalty	Penalty Paid
6/9/2022	WID981097769	WI DNR	Notice of Non-Compliance	1) Failure to submit an exception report when a manifest was not received within 45 days, 2) Failure to use the proper shipping name, 3) The contingency plan lacks information on the equipment capabilities, 4) Failure to mark a container with the words "Hazardous Waste", 5) Failure to mark a container with the hazards of the waste, 6) Failure to date a container with the accumulation start date.	Pending	\$0.00	\$0.00
		EA Number: FID 268182310		Description of Resolution:			
9/23/2023	WID981097769	WI DNR	Notice of Non-Compliance	1) Failure to send a Class 1 notice to the WDNR and interested parties when updating the Emerg. Coordinator info most recently 2) Failure to conduct weekend inspections on the permitted solvent tank, 3) Failure to sample terminated waste as required by the permit.	Pending	\$0.00	\$0.00
		EA Number:		Description of Resolution:			

12/10/2024	WID981097769	WI DNR	Notice of Non-Compliance	1) Failure to remove hazardous waste from a transfer facility in ten days or less. 2) Failure to submit an exception report in 45 days.	Resolved w/o Penalty	\$0.00	\$0.00
			EA Number:	Description of Resolution:	Provided written responses to the agency.		



safety-kleen®
A Clean Harbors Company

CONCLUSION

Safety Kleen System's Inc. appreciates the opportunity to submit this proposal and is committed to delivering, high quality service, cost savings products.

With our proven experience, dedicated team, we are confident in our ability to exceed your expectations.

We look forward to the opportunity to discuss our proposal further and begin working together to achieve your objectives. Please feel free to contact us with any questions or to schedule a follow-up meeting at your convenience

Thank you for your time and consideration.

Kendrick Harrison - Government Account Manager
Ph. (312) – 550 – 2820
Email: kendrick.harrison@safety-kleen.com

Contract #: 2026-0103

Contract Type: standard

Contract Action: renew

Procurement Type: RFP

Department: Water Purification District G8130

Date Submitted: 01/21/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: Adirondack Environmental Services, Inc.

Estimated Amount: 40000.00

Scope of Services: Environmental Lab Testing 3rd Renewal

Budget Line Item: G98130.44108

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

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

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

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DENNIS RIGOSU
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NICHOLAS W. FOGLIA
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GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 20, 2026

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

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

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

Re: RFP 2023-029 Contract Renewal – Contract 958 of 2023
Adirondack Environmental Services, Inc. – Environmental Lab Testing

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the third of three one (1) year renewals for the above referenced contract to Adirondack Environmental Services, Inc. for a total of \$40,000 per year for various environmental laboratory testing needed to comply with the District's SPDES permits. The contract term is for one (1) year, set to run from March 31, 2026 through March 30, 2027.

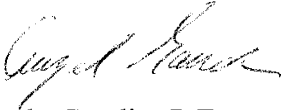
Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44108

A copy of the original contract and the renewal confirmation form from the vendor are enclosed.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enclosures: Copy of original contract
Vendor Renewal Confirmation
Copy of renewal contract

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst

**AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ADIRONDACK ENVIRONMENTAL SERVICES, INC.
FOR ENVIRONMENTAL LAB TESTING SERVICES
FOR THE ALBANY COUNTY WATER PURIFICATION DISTRICT**

CONTRACT NO. 2023-958

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County") and Adirondack Environmental Services, Inc., a New York corporation, with a principal place of business located at 314 N. Pearl Street, Albany, New York 12207 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Water Purification District (hereinafter, the "ACWPD") requires environmental lab testing to comply with its State Pollution Discharge Elimination System (hereinafter, "SPDES") permits; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for proposals for the aforesaid lab testing services, said request having been designated RFP # 2023-029, issued on February 27, 2023, and advertised on March 2, 2023 (hereinafter, the "RFP"); and

WHEREAS, the Purchasing Division has issued an addendum to the RFP on March 10, 2023 (hereinafter, the "Addendum"); and

WHEREAS, the Contractor has submitted a proposal on March 17, 2023 to provide the aforesaid lab testing services County (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Quote of the Contractor to provide the aforesaid lab testing services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement, the RFP, which is incorporated by reference and made a part hereof; the Addendum, which is incorporated by reference and made a part hereof; and the Proposal, incorporated by reference and made a part hereof (collectively, may be referred to hereinafter as "the Agreement").

1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and

resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF WORK/SERVICES

2.1 The Contractor shall provide all of the testing and special inspection services described in the RFP, including, but not limited to, the services described on pages RFP3 through RFP5, consistent with the Addendum, and as requested by the ACWPD (hereinafter, the "work/services"). The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP, and also shall provide any and all equipment, supplies, labor, materials and incidentals necessary to perform the work/services.

2.2 In addition to the services described in Paragraph 2.1, the Consultant shall provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP, as amended by the Addendum.

2.3 While providing the work/services described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.3 The Contractor shall provide all services in a professional and workmanlike manner, consistent with all applicable codes, laws, rules and regulations.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00), for all work, goods and services rendered under this Agreement, and billable in accordance with the pricing described in the Proposal.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to ACWPD, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of the Agreement shall commence on March 31, 2023 and continue in effect through March 30, 2024.

5.2 At the end of the initial one-year term, upon mutual agreement of the County and Contractor, the Agreement may be renewed for up to three (3) additional years, said one-year term renewals to run consecutively.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW § 220 [3-a].

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986) and all other policies and procedures contained in the RFP.

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

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

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

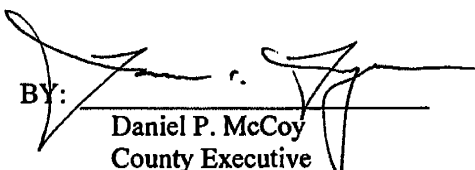
27.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

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

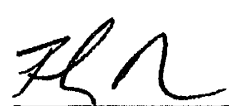
COUNTY OF ALBANY

DATED: 6/30/2023

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

ADIRONDACK ENVIRONMENTAL SERVICES, INC.

DATED: 6/15/23

BY: 
Name:
Marketing Director
Title:

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

On the 15 day of June, 2023, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 15 day of June, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NY)
COUNTY OF Albany) SS.:

On the 15 day of June, 2023, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LAURA FARRELL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FA0002647
Qualified in Albany County
Commission Expires 03/09/2027

Laura Farrell
NOTARY PUBLIC

**SCHEDULE A
INSURANCE COVERAGE**

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

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

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

**RE: RFP # 2023-029
Environmental Laboratory Services**

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW RFP # 2023-029 AND WILL HOLD
AWARDED BID PRICES THROUGH March 30, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Adirondack Environmental Services, Inc.

REPRESENTATIVE: Patrick Daniels

TELEPHONE # 518-434-4546

FAX #: 518-434-0891

SIGNATURE: *Patrick Daniels*

**PLEASE RETURN THIS FORM BY FAX
TO Tina King @ 518-447-5588.**

RENEWAL/EXTENSION AGREEMENT

Contract No. 2026-0103

THIS EXTENSION AGREEMENT (this "Extension Agreement") is made by and between the 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 ("COUNTY"), and ADIRONDACK ENVIRONMENTAL SERVICES, INC., with a principal office located at 314 North Pearl St. Albany, NY 12207 ("VENDOR").

WHEREAS, the COUNTY entered into an agreement pursuant to Contract Number 2023-958 ("Agreement") with the VENDOR for various environmental laboratory testing needed to comply with the District's SPDES permit, providing for an initial term of one (1) year (March 31, 2023 - March 30, 2024), and three (3) one (1) year renewals; and

WHEREAS, there is(are) zero (0) renewal(s) remaining; and

WHEREAS, the COUNTY and the VENDOR desire to extend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Agreement is extended for the period commencing March 31, 2026, and terminating on March 30, 2027.
2. The VENDOR shall provide and furnish updated insurance certificates to cover the extension period.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect throughout the extension period provided for herein.
4. This Extension Agreement shall not be enforceable until signed by all parties and approved by the COUNTY.

IN WITNESS WHEREOF, the COUNTY and VENDOR have executed this Extension Agreement.

Contract #: 2026-0113

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 01/23/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: Safety-Kleen Systems Inc.

Estimated Amount: 45000.00

Scope of Services: Hazardous Waste Removal

Budget Line Item: G98130.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. Mc COY
COUNTY EXECUTIVE

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

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

COMMISSION

DENNIS RIGOSU
CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 23, 2026

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

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

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

**Re: RFB 2025-160 Hazardous Waste Removal
Safety-Kleen Systems Inc.**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with Safety-Kleen Systems Inc. in the amount not exceed \$45,000 for a three-year term with an estimated cost of \$15,000 per year to provide all of the hazardous waste removal at the North and South Plants of the Water Purification District. The three-year term of the contract will be from February 1, 2026 – January 31, 2029.

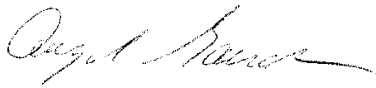
Two (2) bids were received in response to the above subject RFB and Safety-Kleen Systems Inc. was determined to be the lowest responsible bidder. The RFB bid form, bid tabulation, District's recommendation memo, and Purchasing Department's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44046.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enclosures: RFB 2025-160 Hazardous Waste Removal Bid Form
Tabulation
District's Recommendation Memo
Purchasing's Concurrence Memo

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**

Bid Number: **2025-160**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

BF2

Public Works

Description of Service	Price Per Gallon	Approximate Gallons	Total
Shop Floor Drains, Runoff	\$	310	
Oil/Water Separator	\$	1500	
Description of Service	Hourly Cost	Estimated Number of Hours	Total
Vac Truck Service Charge	\$	As Needed	
Description of Service	Cost Per Service	Service Frequency in Weeks	Units
Immersion Cleaner Customer owned	\$	As Needed	1 Unit
MDL 14 with Solvent on Stand	\$	every 16 weeks	3 Units
MDL 30 Sink on Drum Parts Washer	\$	every 16 weeks	3 Units
Gun Cleaner or 1055W/HD Recycle #87020 for paint sprayer	\$	every 16 weeks	

Description of Service	Price Per Gallon	Service Frequency in Weeks	
Antifreeze	\$	pick up as needed	
Used Oil 500 Gallon Holding Tank	\$	pick up as needed	
Used Oil Filters in 55 Gallon Drum	\$	pick up as needed	

Water Purification District North and South Plant

	Price Per Gallon or Drum	Service Frequency in Weeks	Units
Parts Washers (30 gallons each)	\$	every 24 weeks	3 Units
Antifreeze	\$	pick up as needed	
Used Oil in 55 Gallon Drums	\$	pick up as needed	
Used Oil Filters	\$	pick up as needed	

	Price Per lab vial	Service Frequency	Estimated Vials
Expired Lab Reagent	\$	Once per year	15

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hazardous Waste Removal**

Bid Number: **2025-160**

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

BF4

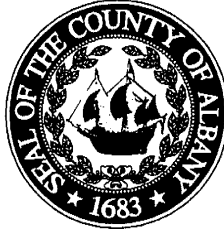
Public Works**Safety Kleen****Sun Environment**

Description of Service	Price Per Gallon	Price Per Gallon
Shop Floor Drains, Runoff	1.44	0.62
Oil/Water Separator	1.44	0.62
Description of Service	Hourly Cost	Hourly Cost
Vac Truck Service Charge	201.00 per hoour	380 portal to portal
Description of Service	Cost Per Service	Cost Per Service
High Pressure Parts Washer	250	440
Immersion Cleaner Customer owned	150	440
MDL 14 with Solvent on Stand	116.67 per unit	1008
MDL 30 Sink on Drum Parts Washer	116.67 per unit	1320
Gun Cleaner or 1055W/HD Recycle #87020 for paint sprayer	290.16	300

Description of Service	Price Per Gallon	Price Per Gallon
Antifreeze	14.07	\$128 minimum per 55 gal drum
Used Oil 500 Gallon Holding Tank	0.6	0.62 \$1,500 minimum
Used Oil Filters in 55 Gallon Drum	90.00 per drum	726 per drum

Water Purification**District North and South****Plant**

	Price Per Gallon or Drum	Price Per Gallon or Drum
Parts Washers (30 gallons each)	175 per unit	440
Antifreeze	1.00 per gallon	128
Used Oil in 55 Gallon Drums	.60 per gallon	128
Used Oil Filters	90.00 per drum	726



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

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MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB 2025-160 Hazardous Waste Removal

Date: December 12, 2025

The Water Purification District has completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Safety-Kleen Systems Inc., for the unit price as bid.

The term of the contract is for a three (3) year term. This contract shall not exceed \$45,000 with an estimated cost of \$15,000 per year.

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

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: December 16, 2025

RE: RFB# 2025-160 Hazardous Waste Removal

I am in receipt of your recommendation to award the aforementioned to Safety-Kleen Systems, Inc for the amount of not to exceed \$15,000.00 yearly. This will be a three-year contract.

Contract term is February 1, 2026 – January 31, 2029

As the Safety-Kleen Systems, Inc is the low responsive and responsible bidder, I concur with your recommendation.

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

Contract #: 2026-0118

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted:

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: Siewert Equipment

Estimated Amount: 36500.00

Scope of Services: North Plant Water Pump Rebuild

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

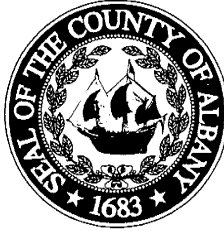
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 28, 2026

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

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

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

**Re: Amend Contract 2025-0368 North Plant Water Pump Rebuild
Siewert Equipment**

Dear Contract Administration Board:

The Water Purification District (District) is requesting a contract amendment with Siewert Equipment to extend the completion date to June 1, 2026 to rebuild an existing plant water pump at the District's North Plant. The total contract amount of \$36,500 includes a base bid amount of \$25,000 to rebuild the pump plus \$11,500 to award Bid Alternate #1 for the purchase of a new pump impeller remains the same.

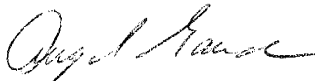
Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44070

A copy of the original contract and the renewal contract are enclosed.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Original Contract
Amended Contract

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

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0368

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 SIEWERT EQUIPMENT, having an address at 244 First St Troy, NY 12180 (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 Rebuild an existing plant water pump at the North Plant and purchase a new pump impeller. ; and

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

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

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 1, 2025 and ending August 31, 2025 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed \$36,500.00 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim Form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

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

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

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

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

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

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

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

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

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

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

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

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

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

liability under this Agreement.

INSURANCE REQUIREMENTS

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

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

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

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

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

- **Commercial General Liability Insurance**

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

- **Automobile Liability**

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

- **Excess/Umbrella Insurance**

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

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

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

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

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

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

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

- **Professional Liability/Malpractice**

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

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

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

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

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

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

ARTICLE 13. DEFENSE AND INDEMNIFICATION

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

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

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

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

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

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

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

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

ARTICLE 15. TERMINATION

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

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

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

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

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

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

ARTICLE 16. GENERAL RELEASE

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

ARTICLE 17. SET-OFF RIGHTS

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

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

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

ARTICLE 19. GOVERNING LAW

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

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

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

ARTICLE 21. TAXES

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

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

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

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

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

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

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

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

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

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

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

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

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

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

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

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

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

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

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

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

ARTICLE 37. AUTHORITY

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

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

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

DIGITAL SIGNATURE PAGE

**Stradling William-
Engineer**

Digitally signed by Stradling William-Engineer
Date: 2025.05.28 14:07:41 GMT
Reason: Vendor Review/Signature
Location: ,

**County Attorney-
County Attorney**

Digitally signed by County Attorney-County Attorney
Date: 2025.06.02 21:20:30 GMT
Reason: County Attorney Approval
Location: ,

**McLaughlin Michael-
Deputy County
Executive**

Digitally signed by McLaughlin Michael-Deputy County Executive
Date: 2025.06.04 16:31:43 GMT
Reason: County Executive Signature
Location: Albany, NY 12207



DANIEL P. Mc COY
COUNTY EXECUTIVE

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

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207

PHONE: (518) 447-1611 FAX: (518) 433-0369

www.albanycountyny.gov

COMMISSION

DENNIS RIGOSU
CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

May 5, 2025

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

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

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

**Re: RFB-2025-050R North Plant Water Pump Rebuild
Siewert Equipment**

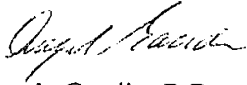
Dear Contract Administration Board:

The Water Purification District (District) is requesting contract authorization with Siewert Equipment, (Siewert) in the amount of \$36,500 to rebuild an existing plant water pump at the District's North Plant. The total contract amount of \$36,500 includes a base bid amount of \$25,000 to rebuild the pump plus \$11,500 to award Bid Alternate #1 for the purchase of a new pump impeller. The contract term is estimated to be 3 months from the date of contract execution.

Siewert was the sole responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 2, 2025

RE: RFB 2025-050R North Plant Water Pump Rebuild

I am in receipt of your recommendation to award the aforementioned to Siewert Equipment in the amount of \$36,500.00. Which includes the base bid amount of \$25,000 plus \$11,500 for bid alternate #1.

As Siewert Equipment is the sole responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION
DENNIS RIGOSU
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NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director *AG*

Subject: RFB-2025-050R North Plant Water Pump Rebuild
Siewert Equipment

Date: May 2, 2025

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Siewer Equipment to rebuild the plant water pump at the District's North Plant.

The contract term is estimated to be 3 months from the date of contract execution. The total contract amount of \$36,500 includes the base bid amount of \$25,000 plus \$11,500 for bid alternate #1.

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

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Plant Water Pump Rebuild
Bid Number: 2025-050R

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
N/A	N/A

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

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

BF1

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

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

7. Communication concerning this Bid shall be addressed to:

WILL STRADLING - EASTERN NY SALES ENGINEER

wstradling@siewertequipment.com

Phone: 518-728-2669

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Plant Water Pump Rebuild**
Bid Number: **2025-050R**

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Base Bid</u>	<u>Amount</u> (In figures)
Phase 1 – Assessment (Lump Sum)	\$ <u>2,500.00</u>
Phase 2 – Pump Repair (Lump Sum)	\$ <u>14,000.00</u>
<u>Phase 3 – Installation</u> (Lump Sum.)	\$ <u>3,500.00</u>
<u>Contingency</u> (Lump Sum.)	\$ <u>5,000.00</u>
Total Bid with Contingency	\$ <u>25,000.00</u>
 <u>Bid Alternates</u>	
<u>Bid Alternate #1 - Impeller</u> (Lump Sum.)	\$ <u>11,500.00</u>

BF3

COUNTY OF ALBANY

BID FORM

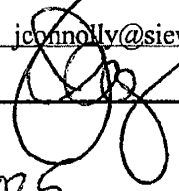
BID IDENTIFICATION:

Title: **Plant Water Pump Rebuild**
Bid Number: **2025-050R**

COMPANY: SIEWERT EQUIPMENT
ADDRESS: 175 AKRON STREET
CITY, STATE, ZIP: ROCHESTER, NY 14609
TEL. NO.: 585-482-9640
FAX NO.: 585-482-4149
FEDERAL TAX ID NO.: 81-1185697

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

25-643IU-CR

REPRESENTATIVE: JERRY CONNOLLY
E-MAIL: jconnolly@siewertequipment.com
SIGNATURE AND TITLE  VICE-PRESIDENT

DATE

4/28/2025



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Water Purificat

Tina King
Purchasing
112 State Street
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 03/19/2025
PRC# 2025003344

Location Water Purification District
Project ID# RFB 2025-050
Project Type Rebuilding the existing pump

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

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

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

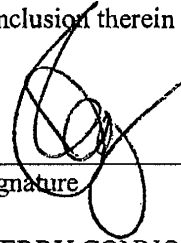
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

JERRY CONNOLLY / VP OF SALES
Title

SIEWERT EQUIPMENT
Company Name

4/28/2025
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

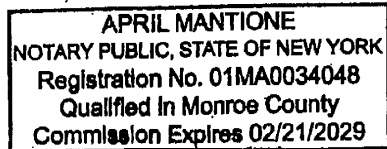
Qualified in _____

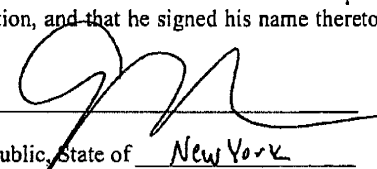
Commission Expires _____

If Corporation:

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

On this 28 day of April, 20025, before me personally appeared JERRY CONNOLLY to me known, who, being by me sworn, did say that he resides at (give address) 175 AKRON STREET; that he is the (give title) VICE PRESIDENT OF SALES of the (name of corporation) CUMMINS-WAGNER-SIEWERT, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.




Notary Public, State of New York

Qualified in Monroe County

Commission Expires 2/21/29

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: EQUIPMENT DISTRIBUTOR ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME CUMMINS-WAGNER-SIEWERT, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 81-1185697 b) DUNS # 008860298	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: SIEWERT EQUIPMENT MONROE COUNTY		5. WEBSITE ADDRESS (if applicable) WWW.SIEWERTEQUIPMENT.COM	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 175 AKRON STREET ROCHESTER, NY 14609		7. TELEPHONE NUMBER 585-482-9640	8. FAX NUMBER 585-482-4149
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name JERRY CONNOLLY Title VICE PRESIDENT OF SALES Telephone Number 585-482-9640 Fax Number 585-482-4149 e-mail jconnolly@siewertequipment.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. NO PRINCIPAL OWNERS COMPANY IS 100% EMPLOYEE OWNED			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

☐ Yes ☒ No

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

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

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

FEIN # 81-1185697

April Mantione
Printed Name

Signature
4/28/25
Date

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

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

Signature

VICE PRESIDENT OF SALES

Title

SIEWERT EQUIPMENT

Company Name

Date

4/28/2025

RENEWAL/EXTENSION AGREEMENT

Contract No. 2026-0118

THIS EXTENSION AGREEMENT (this "Extension Agreement") is made by and between the 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 ("COUNTY"), and SIEWERT EQUIPMENT, with a principal office located at 244 First St Troy, NY 12180 ("VENDOR").

WHEREAS, the COUNTY entered into an agreement pursuant to Contract Number 2025-0368 ("Agreement") with the VENDOR for rebuild an existing plant water pump at the North Plant and purchase a new pump impeller, providing for an initial term beginning June 1, 2025 and ending August 31, 2025; and

WHEREAS, the COUNTY and the VENDOR desire to extend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Agreement is extended for the period commencing June 1, 2025, and terminating on June 1, 2026.
2. The VENDOR shall provide and furnish updated insurance certificates to cover the extension period.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect throughout the extension period provided for herein.
4. This Extension Agreement shall not be enforceable until signed by all parties and approved by the COUNTY.

IN WITNESS WHEREOF, the COUNTY and VENDOR have executed this Extension Agreement.

DIGITAL SIGNATURE PAGE

Contract #: 2026-0165

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 02/02/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: David Frueh Contracting LLC

Estimated Amount: 177000.00

Scope of Services: North Plant Ash Lagoon Cleaning

Budget Line Item: G98130.44071

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

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

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

COMMISSION
DENNIS RIGOSU
CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 30, 2026

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

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

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

**Re: RFB-2026-002 North Plant Ash Lagoon Cleaning
David Frueh Contracting LLC**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with David Frueh Contracting LLC (David Frueh) in the amount of \$177,000 for the North Plant Ash Lagoon Cleaning. The contract term is April 1, 2026 through December 31, 2026. Work shall include the removal and disposal of incinerator ash at the North Plant.

Two bids were received. David Frueh was the lowest responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded

Budget Line Item: G98130.44071

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

AG:dal

Enc: Bid Tabulation

District's Recommendation Memo

Purchasing's Concurrence Memo

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst

RFB # 2026-002**North Plant Ash Lagoon Cleaning****David Frueh
Contracting LLC****Mohawk Valley
Materials Inc.**

<u>Item Description</u>	<u>Price</u>	<u>Price</u>
Base Bid	\$169,000.00	\$432,120.00
Allowance	\$8,000.00	\$8,000.00
*Unit Price (one (1) cubic yard)	\$13.00	\$33.24
Total BID	\$177,000.00	\$440,120.00



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

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

COMMISSION
DENNIS RIGOSU
CHAIRMAN

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2026-002 North Plant Ash Lagoon Cleaning
Date: January 29, 2026

The Water Purification District completed its review of the two bidders that responded to the above referenced RFB and recommends award to the lowest responsible bidder David Frueh Contracting LLC.

The contract term is estimated to be 9 (nine) months for completion of work. This contract shall not exceed \$177,000.

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

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 30, 2026

RE: RFB # 2026-002 North Plant Ash Lagoon Cleaning

I am in receipt of your recommendation to award the aforementioned to David Frueh Contracting LLC. in the amount of \$177,000.

As David Frueh Contracting 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.

Contract #: 2026-0171

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 02/02/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: Koester Associates, Inc.

Estimated Amount: 39103.58

Scope of Services: Sanitaire Ceramic Disc In-Place Gas Cleaning

Budget Line Item: G98130.44070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 30, 2026

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

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

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

**Re: RFB-2026-001 Sanitaire Ceramic Disc In-Place Gas Cleaning
Koester Associates, Inc.**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Koester Associates, Inc. for a total not to exceed amount of \$39,103.58 for a contract term of one (1) year which is scheduled to run from February 19, 2026 through February 18, 2027. Work shall include the in-place gas cleaning of ceramic aeration discs at both the North and South treatment plants.

Koester Associates was the sole responsible bidder and has performed this work in the past. The bid tabulation, District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded

Budget Line Item: G98130.44070

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

AG:dal

Enc: Bid Tabulation

District Recommendation Memo

Purchasing Division Concurrence Memo

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst

RFB-2026-001 Tabulation

Sanitaire Ceramic Disc Aeration In-place Gas Cleaning

Bidder	Koester Associates
North Plant	\$ 22,882.29
South Plant	\$ 16,221.29
Total Cost North and South Plant	\$ 39,103.58



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2026-001 Sanitaire Ceramic Disc Aeration In-Place Gas Cleaning

Date: January 29, 2026

The Water Purification District recommends award of RFB-2026-001 Sanitaire Ceramic Disc Aeration In-Place Gas Cleaning to the sole bidder, Koester Associates, Inc. (Koester) for a total not to exceed the amount \$39,103.58 for the contract term of one (1) year.

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

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 30, 2026

RE: RFB # 2026-001 Sanitaire Ceramic Disc Aeration In-Place Gas Cleaning

I am in receipt of your recommendation to award the aforementioned to Koester Associates, Inc in the amount of \$39,103.58 for a contract term of one (1) year.

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

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

Contract #: 2026-0052

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Mental Health Contracts A4322

Date Submitted:

Contact Person: [Mark Gleason],[Michael Fitzgerald]

Contact Phone: 518-447-3014,518-447-2025

Vendor Info: Community Maternity Service

Estimated Amount: 138,224

Scope of Services: 2026 OMH Contract with Community Maternity Service

Budget Line Item: A94322.44426

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County
Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: February 9, 2026

Re: Contract Administration Request
Contract # 2026-0052

The Department of Mental Health requests consideration by the Contract
Administration Board
to enter into the following contract:

Community Maternity Service	\$138,224	#0052
------------------------------------	------------------	--------------

For the provision of respite and case management services to Albany County
children suffering from mental illness.

2026 Albany County Services Contract: Mental Health Services

Albany County 112 State Street (Primary Offices) Albany, New York 12207 (Hereinafter Referred to as the "County") "Agency")		Service Agency: Community Maternity Services 27 North Main Avenue Albany, New York 12203 (Hereinafter Referred to as the	
Albany County Department of Mental Health 175 Green Street Albany, New York 12202 (Hereinafter Referred to as the "Department")		Period of Agreement: From: January 1, 2026 To: December 31, 2026 Contract /Resolution #2026-0052 Date: 1/27/26	
Financial Terms of Agreement: Gross Agency Expenditures \$138,224	Estimated Revenue -0-	Approved Net Operating Cost \$138,224	Comprehensive Liability Insurance Property Liability See Section 19

M.H.L. Funding Authority Section	Total Funds	Agency Funds	Reimbursable County Tax Funds	Amounts State Aid
034K - C&F Case Management 2720 - Non-Medicaid Care Coordination Managers 200 - Com. Reinvestment 0650 - Respite Services	\$19,956			\$19,956
	\$118,268			\$118,268

This Agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Albany County Department of Mental Health, identified above, and the Service Provider, referred to above. Federal funds require compliance with Circular A-133 for single audit if total funds exceed \$750,000. IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of this Agreement as set forth within the following pages, on the date appearing next to their signatures below:

Albany County	Date		Date
By:		By:	
Name: Daniel P. McCoy		Name:	
Title: Albany County Executive (or) Michael McLaughlin Deputy County Executive		Title: Executive Director	
Notary:		Notary:	



Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2026 County - Albany (01) Letter Type - DMH
 Amendment Number/Date: 1 - 12/24/2025 11:56:00 AM

Print Date : 1/27/2026 10:17:39AM
Printed By : l6901mpf
Page : Page 1 of 1

[illegible]

Contract #: 2026-0053

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Mental Health Contracts A4322

Date Submitted:

Contact Person: [Mark Gleason],[Michael Fitzgerald]

Contact Phone: 518-447-3014,518-447-2025

Vendor Info: Mental Health Empowerment Project

Estimated Amount: 133958.00

Scope of Services: 2026 OMH Contract with Mental Health Empowerment

Budget Line Item: A94322.44426

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

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



Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County
Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: February 19, 2026

Re: Contract Administration Request
Contract # 2026-0053

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Mental Health Empowerment	\$133,958	#0053
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Provides for the provision of MICA Homeless peer advocacy and support to Albany County citizens suffering from mental illness.

**2026 Albany County Services Contract:
Mental Health Services**

Albany County
112 State Street (Principal Offices)
Albany, New York 12207
(Hereinafter Referred to as the "County")

Service Agency:
Mental Health Empowerment Project
204 Second Street
Albany, New York 12210
(Hereinafter Referred to as the "Agency")

Albany County Department of Mental Health
175 Green Street
Albany, New York 12202

Period of Agreement:
From: January 1, 2026 *To:* December 31, 2026

(Hereinafter Referred to as the "Department")

Contract No. 2025-0053 /Resolution #
Date: 1/27/26

Financial Terms of Agreement: Gross Agency Expenditures	Estimated Revenue	Approved Net Operating Cost	Comprehensive Liability Insurance Property Liability See Section 19
\$133,958	-0-	\$133,958	

M.H.L. Funding Authority Section	Total Funds	Agency Funds	Reimbursable County Tax Funds	Amounts State Aid
200 Comm Reinvestment 1760 Advocacy/ Support Services	\$38,295			\$38,295
300 Homeless/MICA 1760 Advocacy/ Support Services	\$59,946			\$59,946
400 Comm Perf 1760 Advocacy/ Support Services	\$30,356			\$30,356
1760 Advocacy/Support Services	\$5,361			\$5,361

This Agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Albany County Department of Mental Health, identified above, and the Service Provider, referred to above. Federal funds require compliance with Circular A-133 for single audit if total funds exceed \$750,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of this Agreement as set forth within the following pages, on the date appearing next to their signatures below:

Albany County	Date		Date
By:		By:	
Name: Daniel P. McCoy		Name:	
Title: Albany County Executive (or) Michael McLaughlin Deputy County Executive		Title: Executive Director	
Notary:		Notary:	



Print Date : 1/27/2026 1:47:51PM
Printed By : I6901mpf
Page : Page 1 of 1

[illegible]

Contract #: 2026-0055

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Mental Health Contracts A4322

Date Submitted:

Contact Person: [Mark Gleason],[Michael Fitzgerald]

Contact Phone: 518-447-3014,518-447-2025

Vendor Info: St. Anne Institute

Estimated Amount: 183284.00

Scope of Services: 2026 OMH Contract with St. Anne Institute

Budget Line Item: A94322.44426

Fiscal Impact:

County: 0.00

State: 66.00

Federal: 34.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County
Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: February 19, 2026

Re: Contract Administration Request
Contract #2026-0055

The Department of Mental Health requests consideration by the Contract
Administration Board
to enter into the following contract:

St. Anne Institute.	\$183,284	#0055
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For the provision of a residential and community-based day treatment and
after school program for children suffering from mental illness or emotional
disturbances.

**2026 Albany County Services Contract:
Mental Health Services**

Albany County 112 State Street (Principal Offices) Albany, New York 12207 (Hereinafter Referred to as the "County") "Agency")		Service Agency: St. Anne Institute 160 North Main Avenue Albany, New York 12206 (Hereinafter Referred to as the	
Albany County Department of Mental Health 175 Green Street Albany, New York 12202 (Hereinafter Referred to as the "Department")		Period of Agreement: From: January 1, 2026 To: December 31, 2026 Contract No2026-0055 /Resolution Date: 1/29/26	
Financial Terms of Agreement: Gross Agency Expenditures \$261,294	Estimated Revenue \$78,010	Approved Net Operating Cost \$183,284	Comprehensive Liability Insurance Property Liability See Section 19

M.H.L. Funding Authority Section	Total Funds	Agency Funds	Reimbursable County Tax Funds	Amounts State Aid
001A-1510 School Based Mental Health	\$78,010			\$78,010
044-CMHS Block Grant C&F 1320 Voc & Ed Services –Children & Family 1510 School based Mental Health	\$65,245			\$65,245
046L-Community Support Programs C&F 1320 Vocational & Educational Services Children & Family	\$29,882			\$29,882
503A COLA for Federal Funds 1320 Vocational & Educational Services Children & Family	\$6,158			\$6,158
965S Personnel Services Enhancements 1320 Vocational & Educational Services Children & Family	\$3,989			\$3,989

This Agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Albany County Department of Mental Health, identified above, and the Service Provider, referred to above. Federal funds require compliance with Circular A-133 for single audit if total funds exceed \$750,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of this Agreement as set forth within the following pages, on the date appearing next to their signatures below:

Albany County	Date		Date
By:		By:	
Name: Daniel P. McCoy		Name:	
Title: Albany County Executive (or) Michael McLaughlin Deputy County Executive		Title: Executive Director	

Notary:

Notary:

Contract #: 2026-0067

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Mental Health A4310

Date Submitted:

Contact Person: [Mark Gleason],[Michael Fitzgerald]

Contact Phone: 518-447-3014,518-447-2025

Vendor Info: Cantata Health Solutions

Estimated Amount: 126373.00

Scope of Services: 2026 Contract with Cantata Health

Budget Line Item: A94230.44041

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County
Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: February 9, 2026

Re: Contract Administration Request
Contract #0067

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Cantata Health / IMA.	\$126,372	#0067
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Cantata Health / IMA provides ongoing license and subscription support for the operation of patient billing software and electronic health record.

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2026-0067

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 (hereinafter the "County"), and CANTATA HEALTH SOLUTIONS, having an address at 2303 Ranch Road 620 Suite 160 #523 Lakeway, TX 78734 (hereinafter 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 provides ongoing license and subscription support for the operation of patient billing software and electronic health record.; 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, 2026 and ending December 31, 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 126373.00. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

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

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

and costs arising from the activities of its subcontractor(s).

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

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

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

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

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

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

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

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

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

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

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

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be

the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

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

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

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

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

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

- **Commercial General Liability Insurance**

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

- **Automobile Liability**

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

- **Excess/Umbrella Insurance**

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

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

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

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

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

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

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

- **Professional Liability/Malpractice**

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

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

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

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

“claims made” policies shall provide that:

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

ARTICLE 13. DEFENSE AND INDEMNIFICATION

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

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

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

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

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

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

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

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

ARTICLE 15. TERMINATION

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

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

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

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

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages

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

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

ARTICLE 16. GENERAL RELEASE

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

ARTICLE 17. SET-OFF RIGHTS

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

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

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

ARTICLE 19. GOVERNING LAW

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

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

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

ARTICLE 21. TAXES

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

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

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

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

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under

the Contract, the employee will:

- i. Abide by the terms of the statement.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

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

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

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

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

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

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

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

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

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

- projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERRUPTION OF WORK [For Public Works Agreements 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.



via email: Mark.Gleason@albanycountyny.gov

December 23, 2025

Albany County Department of Mental Health
175 Green Street,
Albany, NY 12202

Dear Mark Gleason:

As a result of the acquisition of IMA Systems, LLC by Cantata Health Solutions, LLC, the Agreement dated January 1, 2016 between IMA Systems, LLC and Albany County Department of Mental Health has been assigned to Cantata Health Solutions, LLC, effective February 28, 2025 ("Effective Date"). Reference is made to the Agreement, dated January 1, 2016 (the "**Agreement**"), by and between you, as Client, and the undersigned, now Cantata Health Solutions.

This assignment has been made in accordance with the terms and conditions of the original Agreement.

All capitalized terms used herein, but not otherwise defined herein, shall have the meaning set forth in the Agreement. This notification modifies the associated charges of your subscription for the Application and/or related services as indicated in Table I below.

All charges remain unchanged other than the imaServe Subscription, adjusted by 5%.

Subscription Fees.

Description	Frequency	# of Users	Per Unit Charge	Total Charge
imaServe Subscription Level H (75-99)	Monthly	68	116.00	\$ 7,888.00
ePrescribing Prescriber	Monthly	9	60.00	\$ 540.00
ePrescribing EPCS Add-on	Monthly	9	15.00	\$ 135.00
ePrescribing Non-prescriber Regular	Monthly	7	7.50	\$ 52.50
Hosting Level C (51-99 user)	Monthly	85	1750.00	\$ 1,487.50
Duo Multifactor Authentication (MFA)	Monthly	2	4.00	\$ 8.00
			Total Monthly	\$ 10,111.00

AMA CPT License Fee -Annual
Estimate *

Annual 192 22.00 \$ 4,224.00

Faircom Database License -
Annual

Annual 68 12.00 \$ 816.00

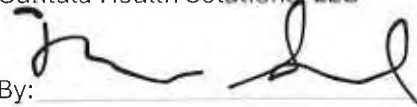
Total Annual	\$	5,040.00
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Note: (1) Table I of Exhibit D to the Agreement is hereby replaced in its entirety by Table I set forth above effective on January 1, 2026; (2) all other terms and conditions of the Agreement remain in full force.

* Calendar year 2025 adjustment fee for AMA CPT Actual Usage will be invoiced in the first quarter 2026.

Sincerely,

Cantata Health Solutions, LLC

By: 

Barry Z. Samel

Contract #: 2026-0088

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moirra Manning],[Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-2014,518-447-4892,,,518-447-7715

Vendor Info: Capital District YMCA

Estimated Amount: 80,760.14

Scope of Services: Teen Night Programming

Budget Line Item: A6119 44406

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Nicole Ward, Deputy Commissioner
Department for Children, Youth and Families

FROM: Pamela O'Neill *P. O'Neill*
Purchasing Agent

DATE: January 15, 2026

RE: RFP # 2025-181 Teen Night Programming

I am in receipt of your recommendation to award the aforementioned to Capital District YMCA in the amount of \$80,760.14.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Capital District YMCA.

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

The Department for Children, Youth and Families
Justification for Contract Authorization with Capital District YMCA
for the Provision of Teen Night Programming through the TeenXcel
Program

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

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Capital District YMCA for the Provision of Teen Night Programming through the TeenXcel Program. The requested contract term is for February 1, 2026 – January 31, 2027, for the amount of \$80,760.14.

The Capital District YMCA is committed to strengthening communities through programs and partnerships that advance youth development, healthy living, and social responsibility. With the *Y on the Fly – Moving Possibilities Forward* initiative, the YMCA seeks to engage youth who are in need of guidance and belonging, while connecting them to essential supports such as mental and emotional wellness resources, summer learning opportunities, and constructive environments that promote positive development.

In response to increased school suspensions, juvenile justice referrals and youth mental health challenges, YMCA's TeenXcel Program provides a structured, supportive after-school environment that addresses these gaps. The TeenXcel Program will be implemented across two community-based sites over a 14-week period to maximize reach and accessibility. Programming will take place on Tuesday afternoons from 4:00PM to 8:00PM, giving teens a stronger sense of connection and belonging within the program, along with growth in social, emotional, and physical development through teamwork, communication and coping skills.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT OF CHILDREN YOUTH AND FAMILIES



RFP#2025-181

TEEN NIGHT PROGRAMMING

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: TEEN NIGHT PROGRAMMING RFP NUMBER: 2025-181

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail: _____

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

NON-PROPOSER RESPONSE

RFP #2025-181

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

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

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-181

Sealed Proposals for **Teen Night Programming** as requested by Albany County Department for Children, Youth & Families will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, January 2, 2026 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at **<http://www.empirestatebidsystem.com>**, **starting** by close of business (4:30 p.m.) on Thursday, December 18, 2025.

Pamela O'Neill
Purchasing Agent

Dated: ***December 12, 2025***
Albany, New York

PUBLISH ONE DAY – ***DECEMBER 18, 2025***-- THE EVANGELIST
PUBLISH ONE DAY – ***DECEMBER 18, 2025***-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
TEEN NIGHT PROGRAMMING
DEPARTMENT FOR CHILDREN, YOUTH & FAMILIES
RFP #2025-181

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals from qualified, community-based organizations or service providers for Teen Night Programming as requested by the Department for Children, Youth and Families.
- 1.2 This request is part of the County's Youth Safety and Leadership Pathways Initiative; a trauma-informed strategy to reduce gun violence, chronic truancy, and justice system involvement by investing in prevention, healing and leadership development efforts. The purpose is to fund engaging programs that (1) provide safe, structured alternatives to unsupervised time; (2) build positive youth-adult relationship skills; (3) expand to mental-health supports, mentoring, and workforce readiness; and (4) strengthen positive connections between youth, families, schools, and community partners.
- 1.3 To deliver structured, supervised evening program for youth ages 12-18 that offers safe, consistent opportunities for recreation, mentorship, social connection, skill-building. Programs must include engaging activities designed to support healthy social, emotional, and developmental growth, and serve as positive alternative to unsupervised time.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on FRIDAY, JANUARY 2, 2026**, at the following address:

Pamela O Neill
Albany County Purchasing Agent

112 State Street, **Room 820**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany county also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalties and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Department for Children, Youth and Families.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with Teen Night Programming.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- 4.1 Proposals should clearly demonstrate the vendor's capacity to deliver or coordinate services that align with County goals including but not limited to: Academic and Cognitive Support, Mentorship and Positive Youth Development, Social Emotional Learning, Sports, Fitness, and recreational opportunities, and/or Mental Health Services and Support.
- 4.2 Selected proposer(s) must:
 - Operate during after school hours into the evening and or weekend evenings, coordinate with schools, law enforcement diversion/prevention partners, and existing county services.
 - Include meals
 - Have experience providing evening programming to youth in Albany County
 - Have safety, supervision, and staffing standards including staff and adult youth ratios.
 - Operate the program a minimum of 14 consecutive weeks with a minimum of 1-2 nights of programming each week.
- 4.3 Preference will be given to proposers serving historically underserved or high-need communities—including areas impacted by violence, economic challenges, or family

instability—or those partnering with the County to operate within mutually agreed upon County-owned spaces.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for one year upon the full execution of this contract.
- 5.2 At the end of the initial one-year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department for Children, Youth and Families. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Previous experience in providing Teen Night Programming as outlined in the scope of services for youth within Albany County	30%
Program design and youth engagement	30%
References demonstrating quality of previous work related to scope of services in RFP	20%
Cost of proposal	20%

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

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

SECTION 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job-related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:

Combined Single Limit

Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

MAY BE REQUIRED FOR SOME RFP'S

(d) **Professional Medical Malpractice Insurance:** A policy or policies with limit of not less than \$1,000,000.

OR

(d) **Errors and Omissions Insurance:** A policy or policies with limits not less than \$1,000,000.

OR

(d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) The insurance policies shall name the County of Albany as certificate holder and primary non-contributory additional insured on all liability, professional, medical malpractice policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County

Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase of bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR

- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity

or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax-exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON-APPROPRIATIONS CLAUSE

- 24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are

otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: TEEN NIGHT PROGRAMMING

RFP Number: 2025-181

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal: PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Proposal:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: TEEN NIGHT PROGRAMMING
RFP Number: 2025-181

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D.B.A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES." AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D.B.A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were are in use. Explain the relationship to the vendor. ☐ Yes ☐ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No ☐ Yes ☐ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to: fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and or business conduct? ☐ Yes ☐ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☐ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☐ No c) Property Tax <i>Indicate the years the vendor failed to file.</i> ☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☐ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded:

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: TEEN NIGHT PROGRAMMING

RFP Number: 2025-181

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

None.

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Proposal shall be addressed to:

Mark Thurman

mthurman@cdymca.org

Phone: 518. 729. 9581

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: TEEN NIGHT PROGRAMMING
RFP Number: 2025-181

COMPANY: Capital District YMCA
ADDRESS: 465 New Karner Road
CITY, STATE, ZIP: Albany, NY 12205
TEL. NO.: (518) 869. 3500
FAX NO.: (518) 869. 9082
FEDERAL TAX ID NO.: 14-1726531
REPRESENTATIVE: J. David Brown
E-MAIL: dbrown@cdymca.org
SIGNATURE AND TITLE David Brown
DATE 12/31/25

Section I

Title Page

Teen Night Programming
Department For Children , Youth & Families
RFP #2025-181

Capital District YMCA
465 New Karner Road
Albany, NY 12205
518.729.9581
Mark Thurman

Table of Contents:

Section II – Qualification Experience	Page: 2
Resumes	Page: 2-3
Section III - References	Page: 4
Section IV - Plan Implementation	Page: 5-6
Section V - Cost Proposal	Page: 7-8
Section IV - Mandatory Documentation List	Page: 9
Non-Collusive Bidding Certificate	Page: 10
Acknowledgement by Proposer	Page: 11
Vendor Responsibility Questionnaire	Page: 12-15
Iranian Energy Divestment Certification	Page: 16

Section II

Qualification | Experience:

For more than 150 years, the Capital District YMCA (CDYMCA) has been a cornerstone of the Capital Region, strengthening our community through programs that nurture the potential of youth, promote healthy living, and foster social responsibility. The CDYMCA believes that a thriving community begins with investing in our young people; equipping them with the skills, confidence, and opportunities they need to grow into future leaders.

From early learning and after-school enrichment to youth sports, swim instruction, and teen leadership programs, the CDYMCA provides safe, supportive environments where children and teens can learn, connect, and thrive. Our programs build critical life skills such as teamwork, communication, goal-setting, and resilience, helping youth develop a foundation for lifelong success.

Today, the CDYMCA operates nine branches and two camps, as well as multiple after-school childcare sites across the region, serving families from every background. We are a nonprofit organization that relies on membership revenue and philanthropic support to make our mission possible. Thanks to generous community partners and donors, we ensure that no child or family is ever turned away due to financial hardship.

In addition to youth programs, the CDYMCA continues to promote healthy living and social connection for all. From swim lessons that teach lifesaving skills to food drives and wellness initiatives that strengthen community well-being, the CDYMCA remains deeply committed to meeting the evolving needs of the Capital Region. Through our holistic approach, we are building not only healthier individuals, but stronger, more connected communities starting with our youth.

Resumes:

Mark A. Thurman – District Executive Director of Strategic Partnerships & Initiatives

With over 20 years of leadership experience in the YMCA movement, Mark A. Thurman is a seasoned nonprofit executive dedicated to strengthening community through collaboration, innovation, and equity. As the District Executive Director of Strategic Partnerships & Initiatives at the Capital District YMCA, Mark oversees the development of mission-driven partnerships with corporations, government agencies, and community organizations to expand access and impact across the Capital Region.

Throughout his tenure, Mark has led multiple branches, managed multimillion-dollar budgets, and inspired teams of hundreds of staff and volunteers to deliver high-quality, inclusive programs that meet local needs. His leadership has been recognized through numerous awards, including the Jefferson Award for Volunteerism and the Capital District YMCA Employee of the Year.

Mark is a certified YMCA Multi-Team Leader and a “Listen First” Instructor, reflecting his commitment to empathy-driven leadership and community engagement. He holds an A.S. in Business Administration from SUNY Farmingdale and studied Psychology at SUNY Albany. A lifelong advocate for social responsibility and youth development, Mark continues to build partnerships that connect people, strengthen neighborhoods, and create opportunities for all.

David Graham – Association Program Director of Strategic Partnerships & Initiatives

David Graham is a seasoned servant leader with more than 20 years of experience building bridges across nonprofit, public, and community sectors in New York’s Capital Region. A graduate of the State University of New York Polytechnic Institute at Utica-Rome and Hudson Valley Community College, David has dedicated his career to empowering youth and strengthening communities through strategic partnerships, restorative justice, and innovative programming.

As the Association Program Director of Strategic Partnerships & Initiatives at the Capital District YMCA, David has led efforts to expand access for underserved communities through mobile programming and youth empowerment initiatives. His leadership extends to prior roles including Community Justice Outreach Center Manager and Bureau Chief for the Albany County District Attorney’s Office, where he pioneered the Felony Youth Diversion program and implemented restorative justice models that helped young adults transform their lives.

A certified instructor and past Program Director for the National Youth Project Using Minibikes (NYPUM), recipient of the 2020 American Motorcycle Association Hazel Kolb Brighter Image Award, David has been nationally recognized for innovative youth mentoring. He continues to advance community well-being as a restorative justice advocate, consultant, and speaker through his work with Reparative Concepts LLC.

Guided by Dr. Martin Luther King Jr.’s philosophy that “everybody can be great, because anybody can serve,” David’s career stands as a testament to the power of service, leadership, and collaboration in creating lasting impact for youth and communities.

Mark Thurman will be the project manager overseeing the program while David Graham will be direct delivery with the youth participants.

Section III

References:

1. 7/5/25 - Lincoln Square Courts, 7/19/25 - Hoffman Park, 8/2/25 - Madison Park, and 8/16/25 - Hackett Park with Albany Police Department, Sergeant Benjamin Peterson, 165 Henry Johnson Boulevard
Albany, NY 12210
518.462.8013
bpeterson@albanyny.gov
2. 7/17/25, 7/24/25, 7/31/25, and 8/7/25 Teresa Adalian-Gibson, Assistant Principal Tony Clement Center for Education, City School District of Albany
395 Elk Street, Albany NY 12206
518-475-6526
tadalian@albany.k12.ny.us

Section IV

Plan Implementation:

The Capital District YMCA is committed to strengthening communities through programs and partnerships that advance youth development, healthy living, and social responsibility. This mission is brought to life through *Y on the Fly – Moving Possibilities Forward*, a mobile community initiative launched on June 16, 2025. More than a vehicle, Y on the Fly functions as a mobile community center designed to meet youth where they are, particularly in underserved neighborhoods, by delivering critical resources, mentorship, and safe spaces for connection. Through this initiative, the YMCA seeks to engage youth who are in need of guidance and belonging, while connecting them to essential supports such as mental and emotional wellness resources, summer learning opportunities, and constructive environments that promote positive development.

The YMCA is uniquely positioned to lead this work due to its longstanding presence in the Capital Region and its ability to convene trusted community partners around shared goals. The initiative is led by the Association Program Director of Strategic Partnerships & Initiatives, a respected community leader with both lived and professional experience in education, athletics, restorative justice, and court advocacy. His background and credibility allow him to engage young people, particularly those at higher risk of involvement in violence, with empathy, consistency, and trust. Under his leadership, the program establishes safe, inclusive after-school environments where teens can engage meaningfully, build confidence, and develop a strong sense of belonging.

The need for this initiative is urgent. The Capital Region continues to experience a shortage of accessible youth engagement programs, contributing to increased school suspensions, juvenile justice referrals, and youth mental health challenges. Many young people face barriers such as poverty, limited supervision during out-of-school hours, exposure to trauma, and a lack of positive recreational outlets or supportive adult role models. In response, the YMCA's TeenXcel Program provides a structured, supportive after-school environment that addresses these gaps. Participants receive a nutritious meal and engage in structured enrichment activities including basketball and e-gaming that support physical health, social connection, and emotional well-being. Guided by trained YMCA staff and volunteers, the program fosters positive peer relationships and provides consistent access to adult mentors who help mitigate risk factors and promote long-term success.

The TeenXcel Program will be implemented across two community-based sites over a 14-week period to maximize reach and accessibility. Programming will take place on Tuesday afternoons from 4:00 PM to 8:00 PM, beginning March 17 and continuing through June 16, at the former Saint Rose College Athletic Facility. In addition, the same program model will be offered on Friday evenings at the Cohoes Community Center, beginning Friday, March 20, and extending for 14 weeks through Friday, June 19.

Implementation is strengthened through strategic partnerships with the City of Albany District Attorney's Office, the Albany County Legislator's Office, VDO Gaming & E-Sports Education, and the Albany County Sheriff's Office. Staffing includes the CDYMCA Association Program Director of Strategic Partnerships & Initiatives as the program lead, two YMCA Teen Night staff members, and volunteers from the Albany County Sheriff's Department, Albany County Parks and Recreation Department, and the Capital District YMCA. This collaborative staffing model ensures safe supervision, high-quality programming, and meaningful relationship-building across both locations.

Through this initiative, the YMCA anticipates measurable outcomes that reflect increased youth engagement and well-being. Teens will experience a stronger sense of connection and belonging within the program, along with growth in social, emotional, and physical development through teamwork, communication, and coping skills. Participants will also strengthen positive relationships with peers and adult mentors, creating supportive networks that extend beyond the program itself and contribute to safer, healthier communities.

Section V

Cost Proposal:

TeenXcel - Albany

Staffing:

District Executive Director of Strategic Partnerships & Initiatives - (5hrs per wk x 14 wks)	\$3,785.60
Association Director of Strategic Partnerships & Initiatives - (7hrs per wk x 14 wks)	\$3,532.90
Sr. Program Instructor - (5hrs per wk x 14 wks)	\$2,653.00
Staff Benefits - (.22%)	\$1,610.07

Food:

Nutritious Meals & Beverage - (80-100 youth x 14 wks)	\$10,000.00
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Activities:

VDO Gaming & E-Sports Facilitation -	\$8,500.00
Other (Chosen through surveyed youth) (arts, sports, music etc)	\$4,500 .00

Security:	\$6,000.00
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Travel:

Mileage Gas -	\$250.00
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<u>Total Albany:</u>	<u>\$40,831.57</u>
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TeenXcel - Cohoes

Staffing:

District Executive Director of Strategic Partnerships & Initiatives - (5hrs per wk x 14 wks)	\$3,785.60
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Association Director of Strategic Partnerships & Initiatives - (7hrs per wk x 14 wks)	\$3,532.90
Program Instructor - (5hrs per wk x 14 wks)	\$1,750.00
Staff Benefits - (.22%)	\$1,610.07
Food:	
Nutritious Meals & Beverage - (80-100 youth x 14 wks)	\$10,000.00
Activities:	
VDO Gaming & E-Sports Facilitation -	\$8,500.00
Other (Chosen through surveyed youth) (arts, sports, music etc)	\$4,500.00
Security:	\$6,000.00
Travel:	
Mileage Gas -	\$250.00
<u>Total Cohoes</u>	<u>\$39,928.57</u>
Total Requested Teen Night Programming:	\$80,760.14

Section VI

Mandatory Documentation:

Non-Collusive Bidding Certificate
Acknowledgement by Proposer
Vendor Responsibility Questionnaire
Iranian Energy Divestment Certification

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

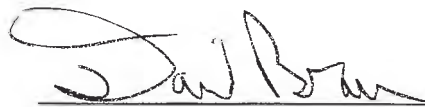
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

President & CEO

Title

Capital District YMCA

Company Name

12/31/25

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 31st day of December, 2025 before me personally appeared David Brown to me known, who, being by me sworn, did say that he resides at (give address) Altamont, NY; that he is the (give title) President/CEO of the (name of corporation) Capital District Ymca, 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.

Laura Helfer
Notary Public, State of New York
Reg. No. 01HE0016761
Qualified in Albany County
Commission Expires 11/21/2027

Laura Helfer
Notary Public, State of New York
Qualified in Albany County
Commission Expires 11/21/27

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Young Men's Christian Association of the Capital District		3. IDENTIFICATION NUMBERS a) FEIN # 14-1726531 b) DUNS # 084066497	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Capital District YMCA		5. WEBSITE ADDRESS (if applicable) www.cdymca.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 465 New Karner Rd, Albany NY 12205		7. TELEPHONE NUMBER 518.869.3500	8. FAX NUMBER 518.869.9082
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name J. David Brown Title President & CEO Telephone Number 518.869.3500 Fax Number 518.869.9082 e-mail dbrown@cdymca.org			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES." AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation, and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes

☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: NY) ss:

County of: Albany

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Capital District YMCA

Address 465 New Karner Rd.

City, State, Zip

Albany NY 12205

Signature of Owner

David Brown

Printed Name of Signatory

David Brown

Title

PRESIDENT/CEO

Sworn before me this 31st day of December 2025
Laura Helfer
Notary Public

Laura Helfer
Notary Public, State of New York
Reg. No. 01HE0016761
Qualified in Albany County
Commission Expires 11/21/2027

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

President & CEO

Title

Capital District Ymca

Company Name

12/31/25

Date

Contract #: 2025-1836

Contract Type: standard

Contract Action: renew

Procurement Type: Bid

Department: Central Purchasing A1345

Date Submitted:

Contact Person: [Amanda Beedle],[Tina King]

Contact Phone: (518)447-7142,518-447-7141

Vendor Info: DS Services of America, Inc

Estimated Amount: 100485.00

Scope of Services: Supply and Delivery of Bottled Water and Rental of Water Coolers

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET – ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O'NEILL
PURCHASING AGENT

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Tina King
Purchasing

DATE: 01/27/2026

SUBJECT: Renewal RFB 2023-121 Supply and Delivery of Bottled Water

Purchasing respectfully requests to enter into a contract with DS Services of America, Inc dba Primo Water North America, for supply and delivery of bottled water and rental of water coolers to various Albany County Facilities.

A Request for Bids (RFB) was issued and DS Services of America, Inc dba Primo Water North America, was the lowest responsible bidder.

The contract renewal term is for March 01, 2026 and will terminate on February 28, 2027. The total amount not to exceed \$100,485, for all goods and services provided during the renewal term of the Agreement.

We respectfully request approval of this contract.

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #820
ALBANY, NY 12207**

**RE: BID #2023-121
Supply and Delivery of Bottled Water**

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2023-121 AND WILL HOLD
AWARDED BID PRICES THROUGH FEBRUARY 28, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Bluetriton Brands/ Primo Brands/ DS Services

REPRESENTATIVE: William Gray

TELEPHONE # 978-479-0003

FAX #: _____

SIGNATURE: william gray

PLEASE RETURN THIS FORM BY FAX
TO Tina King @ 518-447-5588 or tina.king@albanycountyny.gov.

Contract #: 2026-0182

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Information Services A1680

Date Submitted: 02/04/2026

Contact Person: [Patrick Alderson],[David Berkun]

Contact Phone: 518-447-3033,518-447-7283

Vendor Info: FirstLight Fiber Inc.

Estimated Amount: 33,000

Scope of Services: 48 Howard Street Dark Fiber Install

Budget Line Item: A91680.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

DIGITAL SIGNATURE PAGE



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

February 4, 2026

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into a 5 year agreement with First Light for installation of dark fiber between 112 State Street, 5th Floor, Albany, NY 12207 and 48 Howard Street, Albany, NY 12207. The cost is as follows: Dark Fiber (Metro) at \$548.00 per month and Dark Fiber Ops and Maintenance at \$2.00 per month. These services are being procured from NYS Contract PS68696 and will be paid for from our 2026 Fees For Services line (A91680.44046).

Should you have any questions, please don't hesitate to contact the Division of Information Services. Thank you for your consideration.

Sincerely,

Patrick Alderson

Patrick Alderson

Attachments

Technical Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283

Phone: 800-461-4863
Fax: 518-598-0935
Page 1 of 5

Service Address Total:		\$550.00	\$0.00
Service Order Total Monthly Recurring Charge: \$550.00		Service Order Total Non-Recurring Charge: \$0.00	

NOTES

Installation of a pair of Dark Fibers between 112 State St and 48 Howard St.

Coordinate the install with the customer.

NYS contract terms and conditions shall apply. NYS Contract PS68696.

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT www.firstlight.net/terms-conditions. By signing this Order and installing the applicable Service Schedules, Customer certifies that Customer has read and agrees to abide by FirstLight's standard terms and conditions and associated Service Schedules, and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. In the event that Customer and FirstLight or its affiliates have an existing Master form of contract for the type of service ordered, that master form of contract shall supersede FirstLight's standard terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at www.firstlight.net. You have the right to opt-out if you do not want your CPNI data used by FirstLight for marketing purposes. Visit www.firstlight.net/CPNI to learn more or to inform FirstLight of your desire to opt-out. * Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovernet, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., FirstLight Construction, LLC, TruePath Technologies, PrimeLink and Best Web. FirstLight may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research. ("KINBER").

The execution and delivery of this Service Order and all Customer obligations contemplated herein, have been duly and validly authorized by all necessary action on the part of such Customer. This Service Order has been duly executed and delivered by such authorized representative of Customer and, assuming due authorization, execution, and delivery by FirstLight, this Service Order constitutes the valid and binding obligations of FirstLight and Customer, enforceable against each FirstLight and Customer in accordance with its terms.

Security Incidents. Subject to FirstLight's obligation under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facilitate compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

CUSTOMER AGREEMENT: By signing below, the signatory represents and warrants authority to execute this Service Order on behalf of Customer and Customer's acceptance of this Service Order as a legally binding contract.

Albany County NY

Signature: _____

Title: _____

Date: _____

FirstLight Fiber, Inc. DocuSigned by:

Signature: _____

Title: _____

Date: _____

SR 0170FA88D48344E, SLED

2/4/2026

Customer Initials

Service Schedule F - FirstLight Dark Fiber Service

1. DARK FIBER LEASE

- A. **Lease.** FirstLight grants an exclusive, revocable lease to Customer ("Lease") in the segments of fiber optic strands identified in a Service Order ("Segment") executed by both Parties. Customer and FirstLight intend the Lease to be a lease of personal property to the extent consistent with applicable law. Neither this Agreement nor any Service Order shall grant or convey any title in real or personal property to Customer. Nothing contained in the Agreement or the Lease shall prohibit FirstLight from granting additional leases to third parties.
- B. **Permitted Use.** Customer may only use the Segments for providing telecommunications or data transmission services for its customers or for itself. Customer may not sell, lease, sublease, license, or otherwise transfer the Segments or any rights therein. Customer shall have no more right to use the Segments than FirstLight may legally provide. Customer represents and warrants that it shall use the Segments in accordance with all applicable laws, regulations, court orders, orders of an administrative agency, ordinances, permits, authorizations, licenses, franchises and any other authorizations, including the securing of all permits, authorizations, licenses, franchises, or other authorizations necessary for its leasing and use of the Segments.
- C. **Customer Equipment.** FirstLight shall deliver Segments to a point of demarcation that is typically a patch panel ("Demarc Point"). FirstLight shall have no responsibility for operation or maintenance of any facilities or equipment on the Customer's side of the Demarc Point. All Customer owned or supplied equipment or Facilities that are to be connected to any portion of the Segments shall be installed solely by FirstLight or its contractor. Customer shall have no rights to install its equipment or Facilities or splice to any Segment or portion thereof.

2. PROVISIONING

- A. **Fiber Testing.** Each Segment shall be tested in accordance with the testing standards set forth below. Testing shall be conducted by FirstLight after any installation work necessary for delivering the Segments has been undertaken. Customer shall have the right to witness such testing. Within thirty (30) days after the completion of the testing, if in FirstLight's reasonable opinion the test results comply with the standards set forth below, then FirstLight shall provide such results to Customer with a notice stating the testing is complete and the results. Customer shall have ten (10) days to accept or reject the test results. If Customer rejects the test results, Customer shall provide written notice of such rejection with sufficient detail to reasonably establish the reason for its rejection. FirstLight shall take appropriate steps to correct any deficiency causing Customer's reason to reject the test results. The process of FirstLight testing the Segments and submitting test results to Customer shall be repeated until the test results are accepted by Customer. If Customer fails to deliver a notice of rejection within the aforementioned ten (10) day period following the initial test or any subsequent re-testing, the Segments shall be deemed to be accepted and made commercially available for Customer's use.

3. SEGMENT OPERATIONS

- A. **Maintenance.** FirstLight shall conduct routine scheduled maintenance along all portions of the Segments. Monthly fees for scheduled maintenance ("O&M") shall also be included on an associated Service Order and may be increased 3% annually by FirstLight on each annual anniversary date of the Service Order. FirstLight shall also conduct unscheduled maintenance to correct or prevent potential problems that may inhibit use of or threaten the integrity of the Segments (on FirstLight's side of a Demarc Point) or any other portion of the FirstLight Network. FirstLight shall also conduct emergency maintenance in response to potential or actual damage to the Segments (on FirstLight's side of a Demarc Point) or any portion of the FirstLight Network. Should FirstLight undertake any unscheduled maintenance or emergency maintenance, Customer shall provide all cooperation necessary for FirstLight to conduct either type of maintenance in a timely fashion.
- B. **Network Move.** In the event any portion of a Segment or the FirstLight Network must be relocated by order of any third party acting pursuant to any legal right, including but not limited to condemnation or eminent domain, or due to a bona fide need of FirstLight to protect the operation, integrity or security of the FirstLight Network, then FirstLight shall provide, to the extent practical, sixty (60) days prior notice to Customer of FirstLight's intent to relocate a portion of the FirstLight Network or Segments. FirstLight shall make reasonable, temporary accommodations to continue services for Customer, such as rolling traffic to other fiber optic strands, at an appropriate time(s) during the process of relocating any portion of

the FirstLight Network. Customer shall, and agrees to, pay a pro rata portion of the costs to relocate the portion of the FirstLight Network which pro rata share shall be the ratio of the fiber miles of the Segments relocated to the fiber miles of the FirstLight Network that is relocated.

- C. **Loss of Network.** In the event any part of the Segments or FirstLight Network are lost due to any third party acting pursuant to any legal right or an act of condemnation or eminent domain and such Segments or portion of the FirstLight Network cannot be replaced or relocated, resulting in a loss of all or a portion of a Lease, then the affected portion of a Service Order may be cancelled by Customer without liability to FirstLight.
- D. **Outage Credits.** In the event the Segments or any portion thereof fail to operate in accordance with the specifications of Exhibit 1 and such failure results in a material loss of transmission capabilities ("Outage"), then Customer shall be entitled to credits to the MRC ("Outage Credits") pursuant to the following table:

Duration of Material Loss of Transmission	Percent of MRC
From 8 hours and < 12 hours	5%
From 12 hours and < 24 hours	15%
From 24 hours and < 36 hours	30%
From 36 hours and < 48 hours	50%
From 48 and longer	100%

Should an Outage last longer than 12 days ("Extended Outage"), Customer may terminate any effected Segments without liability, but shall not be entitled to any Outage Credits. The termination rights of the preceding sentence and Outage Credits are not available when an Outage is due to i) an event of Force Majeure, ii) a third party, or iii) Customer, its agents, contractors, representatives or its customers.

- E. **No Liens.** If any property, whether real or personal, belonging to FirstLight, its affiliates, service providers, vendors, landlords or lessors, becomes subject to any mechanics' lien or other encumbrances, chargeable to or through the Customer, the Customer shall promptly cause such lien or encumbrance to be discharged and released of record (by payment, posting of bond, court deposit or other means) without cost or other liability to FirstLight, provided, however, that if any such lien or encumbrance is not so discharged and released within thirty (30) days after notice by FirstLight to the Customer, then FirstLight may, at its option: (i) pay or secure the release or discharge thereof and the Customer shall indemnify FirstLight and its affiliates, officers, directors and employees, against all costs and expenses (including reasonable attorney's fees) incurred in discharging and releasing such lien or encumbrance, or (ii) terminate this Agreement immediately upon written notice to the Customer.
- F. **Removal of Customer Property.** At the end of each Service Order Term, Customer shall remove all of its equipment and Facilities from any space that is owned, leased, rented, operated or otherwise the responsibility of FirstLight within thirty (30) days of such Service Order Term expiring or being cancelled. Any equipment or Facilities not removed by Customer within such 30 days, may then be removed by FirstLight and stored, sold or otherwise disposed of by FirstLight. All associated costs incurred by FirstLight shall be billed to Customer's account and reimbursable by Customer upon invoicing by FirstLight. Customer agrees to indemnify and hold harmless FirstLight, its officers, directors, employees, affiliates, agents and representatives from and against any claim of any type or nature, including reasonable attorney fees and court costs, brought by any party in relation to FirstLight's removal, storage, sale or other disposal of Customer's equipment or Facilities.

Exhibit 1 TECHNICAL SPECIFICATIONS

1. Fiber Optic Specifications are as follows:

- A. The maximum bi-directional average splice loss shall not exceed 0.15 dB.
- B. The attenuation must not exceed 0.25 dB/km when measured at a wavelength of 1550 nm using the two-point measurement (TLA/EIA 155-61 or EIA/TIA 155-78).
- C. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
- D. All fiber optics shall be of type G.652d with detailed specifications substantially similar to Corning SMF-28e+ glass. If specifications differ, the differences will be specifically called by location in the fiber path.
- E. Optical Return loss shall be greater than -34db when evaluated from the demarcation point handoff bulkhead toward the distant end
- F. All connector assemblies must be UPC physical contact design, and must meet or exceed 50 dB return loss, where required. Connectors must have a mean insertion < 0.4 dB with maximum insertion loss < 0.6 dB. Connector assemblies will be placed in secure locations or have locking covers.

2. Testing, pursuant to establish compliance with the specifications above shall include the following:

- A. All fibers shall be tested bi-directionally at 1310 nm and/or 1550 nm, as applicable, with an OTDR, the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be stored on usb and will be provide in a .SOR or .MSOR format.
- B. Optical Length: The OTDR will be used to determine the end-to end optical length of the cable.
- C. Splice Loss: Splice loss will be measured bi-directionally with an OTDR using the Splice Loss Average method.
- D. End-to-End Loss: Using a light source and a power meter, the bi-directional connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.
- E. If requested, chromatic dispersion and polar mode dispersion testing will be provided for an additional fee per fiber characterized.
- F. Fiber physical path information will be provided in a .kml/.kmz electronic format
- G. All test results will be provided to the Customer in both electronic .pdf and printed formats, upon request.

Contract #: 2026-0184

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Real Property A1355

Date Submitted: 02/04/2026

Contact Person: [Micheal McGuire]

Contact Phone: 518-487-5292

Vendor Info: GAR Associates LLC

Estimated Amount: \$55,000.00

Scope of Services: Professional Service Agreement Between the County of Albany and GAR Associates, LLC for the Design and Implementation of a Online Assessment Database and Related Professional Services

Budget Line Item: A1355 44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

_____ Daniel P. McCoy Albany County Executive	_____ Bruce A. Hidley Albany County Clerk	_____ Joanne Cunningham, Chairwoman Albany County Legislature
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DIGITAL SIGNATURE PAGE

Schedule A

1 Objectives and Technical Requirements – Scope of Work

The Contractor shall provide a comprehensive web-based assessment data system for Albany County that integrates municipal assessment data, supports both NYS RPSV4 and RPS-Online systems, and ensures secure, reliable, and efficient public access to property information. The Scope of Work includes, but is not limited to, the following:

a. System Compatibility and Data Integration

- a. The Contractor shall demonstrate the ability to work with the current NYS RPSV4 system used by the County and its municipalities, and perform all necessary data conversions to the NYS RPS-Online system once available.
- b. The system shall support the simultaneous use of data from both RPSV4 and RPS-Online.
- c. The system must allow for the import, merger, and synchronization of multiple standalone municipal RPSV4 datasets as into one web-based interface.
- d. The Contractor shall facilitate the migration of existing historic deed records from an internal Albany County Real Property Microsoft Access database into the system.
- e. The system should allow connection to parcel data directly from ESRI's ArcGIS platform.
- f. The Contractor shall provide to Albany County, at no additional cost of expense to Albany County, a copy of Albany County's data annually on the first of March.

b. System Functionality and Features

The system shall display publicly available real property information, including but not limited to:

- a. Current roll year assessment data.
- b. Current and historical sales data.
- c. Current and historical deed references.
- d. Tax mapping data and associated history.
- e. Tentative and Final Assessment Rolls for each municipality.
- f. Property and school tax billing and payment history (current and prior years)
- g. Comparable property search capabilities, including recent sales within a specified date range.
- h. Parcel split and subdivision tracking with hierarchical relationships.
- i. Extended notes and document imaging support for historic records (e.g., deeds, sales records, survey maps).
- j. Integrated hyperlinks to the NYS Office of Real Property Tax Services, local municipalities, school districts, the Albany County Interactive Mapping website, and Albany County Tax Maps.
- k. Property owners shall be able to submit online correction requests for parcel-level inventory data.
- l. Generate, display, print, and download comparable property sales reports.
- all. The system shall allow the County to update individual property records as required by the NYS Judicial Security Act, with updates reflected in the system within 24 hours.
- n. The system shall allow daily user updates and unlimited public user queries.
- o. The system shall provide batch export functionality for parcel data in popular formats (e.g., Excel, CSV).
- c. Hosting, Security, and Performance
 - a. The vendor shall provide secure web hosting services for the database and application.
 - b. If cloud-based hosting is used, all data must be stored within the boundaries of the United States.
 - c. The system must support direct hyperlink access from both County and municipal websites.
 - d. The system must ensure high availability, data integrity, and secure access protocols.
- d. Training, Support, and Maintenance
 - a. The vendor shall provide live training to designated County staff covering all required and optional administrative functions.
 - b. The vendor shall provide troubleshooting and technical support for system issues as they arise.

2 Compensation

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Vendor agrees to accept, an amount not to exceed Fifty-Five Thousand and 00/100 Dollars (\$55,000) as full compensation for all services rendered under this agreement.

Annual Compensation for Contract

2026:

Annual License Fee for PROS Application:	\$15,000
Implementation, Deployment and Set-Up Fees:	\$10,000
Total Cost	\$25,000

2027:

Annual License Fee for PROS Application: \$15,000

2028:

Annual License Fee for PROS Application: \$15,000

Addendum

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), "Albany County," in writing, the contractor's current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor's adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

- a) Secure System Development Lifecycle
 - i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:
 - (1) Such policies shall define documented security roles for the software development team
 - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk
 - ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.
 - (1) Such training shall be focused on the technologies in use within the software development environment
 - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards
 - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy
 - iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.
 - iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity
 - v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU
 - vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.

- vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.
- b) Vulnerability Management
 - i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
 - ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
 - iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
 - iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
 - v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.
- c) Application Lifecycle Management
 - i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
 - ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
 - iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
 - iv) The contractor shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application
 - (3) Maintain evidence of security checks and approvals
 - (4) Include documented functional requirements and non-functional security requirements
 - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
 - v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor

shall provide the Authorized User with the capability and the means or tools to meet the following requirements:

- a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security

reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.



DANIEL P. McCoy
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 STATE STREET, ROOM 1103
ALBANY, NEW YORK 12207
PHONE: (518) 487-5291 FAX: (518) 447-2503
www.albanycounty.gov

MICHAEL McGUIRE
DIRECTOR

February 4, 2026

Honorable Daniel P. McCoy
County Executive
112 State Street – Room 1200
Albany, NY 12207

Honorable Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street - Suite 710
Albany, NY 12207

Honorable Bruce A. Hidley
County Clerk
16 Eagle Street – Room 128
Albany, NY 12207

Re: Contact #2026-0184

Dear Messrs. McCoy, Hidley,
Dear Ms. Cunningham,

The Real Property Tax Service Agency (RPTSA) is requesting authorization to contract with GAR Associates, LLC, for a total not to exceed amount of \$55,000 for a contract term of three years. The contract term is scheduled to run from March 1, 2026, through February 28, 2029. The contract will fund the design and implementation of an Albany County PROS online assessment database and associated related professional services. This database will be public facing and will replace our current public facing database. Our current database receives over 100,000 visits annually. It is expected that the new database will receive a similar number of annual visits.

The RPTSA maintains an in-house Microsoft Access deed history database. This deed history database is at the end of its service life and RPTSA is in need of a more robust replacement. The PROS application includes a Sales/Deeds history detail feature. The proposed contract includes the migration of our existing Microsoft Access database to the Sales/Deeds history feature.

The PROS product meets all of the requirements set out in RFP #2026-011.

Please contact me with any questions related to this matter.

Sincerely,
Michael McGuire, IAO, CCD
Director of Real Property Tax Service Agency

RFP #2026-011 Bid Tabulation

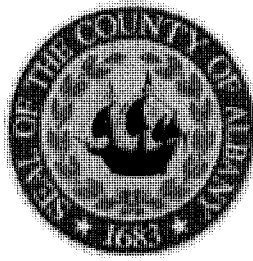
Balcony – \$90,000

Concourse Tech LLC - \$135,000.00

GAR Associates - \$55,000.00

Schneider Geospatial - \$27,590.00

Smartshore Services LLC - \$660,000.00



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 STATE STREET, ROOM 1103
ALBANY, NEW YORK 12207
PHONE: (518) 487-5291 FAX: (518) 447-2503
www.albanycounty.gov

MICHAEL McGUIRE
DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Michael McGuire, Director

Date: January 30, 2026

Re: RFP #2026-011 Online Assessment Database and Related Professional Services

Overview and Review Criteria:

The Albany County Real Property Tax Service Agency requested proposals for an online assessment database and related professional services to share detailed municipal assessment data and deed history for all properties within Albany County

The RFP was released on January 8, 2026. The response deadline was January 23, 2026. Proposals were reviewed using the official Albany County RFP rating scale.

Evaluation of Responses:

Five responses were received. Review of the responses was completed on January 30, 2026. The 2026-011 Proposal Rating Worksheet was completed.

RFP Proposal Selection:

Based upon the review of the five RFP responses received we are recommending that GAR Associates and the PROS Real Property Software Solutions proposal be selected and advanced to the Contract Advisory Board for approval.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael McGuire
Real Property Tax Service Agency

FROM: Pamela O Neill
Purchasing Agent

DATE: February 4, 2026

RE: RFP # 2026-011
Online Assessment Database and Related Services

I am in receipt of your recommendation to award the aforementioned to GAR Associates and the PROS Real Property Software Solutions.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of GAR Associates and the PROS Real Property Software Solutions.

Please obtain the necessary contract approval of the County Executive/Contract Administration Board/County Legislature, so that we may issue a Notice of Award.



GARASSO-01

LKLIENSTUBE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2025

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 License # 1009544 Lawley, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: Aracely Arencibia	
	PHONE (A/C, No, Ext): (716) 348-3654	FAX (A/C, No): (716) 849-8291
	E-MAIL ADDRESS: aarencibia@lawleyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED GAR Associates, LLC 5500 Main St. Suite 348 Williamsville, NY 14221	INSURER A : Tri-State Insurance Company of Minnesota	31003
	INSURER B : Acadia Insurance Co	31325
	INSURER C : Hartford Fire Insurance Co	19682
	INSURER D : Houston Specialty Insurance Co	12936
	INSURER E : Beazley Excess and Surplus Insurance Inc.	17520
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		ADV5330804	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00
							MED EXP (Any one person) \$ 10,00
							PERSONAL & ADV INJURY \$ 2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,00
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,00
	OTHER:						EMPLOYEE BENEFIT \$ 2,000,00
A	AUTOMOBILE LIABILITY			ADV5330804	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,00
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB			CUA5330942	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,00
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,00
	DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		01WECAB9W9P	10/1/2025	10/1/2026	☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N						E.L. EACH ACCIDENT \$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,00
							E.L. DISEASE - POLICY LIMIT \$ 1,000,00
D	Professional Liabili			MEOHS000756000	1/1/2026	1/1/2027	Each Claim 2,000,00
E	Cyber Liability Plus			W310EC250401	1/1/2026	1/1/2027	Each Claim 2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP#2026-011

Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

CANCELLATION

County of Albany
112 State Street-Room 1000
Albany, NY 12207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: GARASSO-01

LKLIENSTUBEI

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Lawley, LLC		License # 1009544	NAMED INSURED GAR Associates, LLC 5500 Main St. Suite 348 Williamsville, NY 14221
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by executed written contract the following endorsements apply:

General Liability:

CL CG 04 93 10 18 GENERAL LIABILITY ULTRA PLUS ENDORSEMENT – NEW YORK

(Includes additional Insured & Waiver of subrogation)

CL CG 01 14 09 16 PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION (ADDITIONAL INSURED)

CL CG 20 62 09-2016 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS: AUTOMATIC STATUS

Umbrella:

CL CU 24 55 07 10 OTHER INSURANCE - ADDITIONAL INSURED: PRIMARY AND NONCONTRIBUTORY

CL CU 24 66 09 16 UMBRELLA EXPANSION ENDORSEMENT - NEW YORK

(Includes Waiver of Subrogation)

CL CU 00 01 04 13 COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

(Includes Additional Insured)

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

Albany County Real Property



RFP#2026-011

Online Assessment Database and Related Professional Services

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207**

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 Background Information

The Albany County Real Property Tax Service Agency (RPTSA) is committed to promoting transparency and providing the public with convenient access to real property assessment information for all parcels within the County.

To further this commitment, RPTSA is seeking proposals for the implementation of an online assessment database that consolidates and shares detailed municipal assessment and property tax data with the public.

The database must include assessment data for all towns and cities within Albany County. The preferred solution is a robust, web-based interface capable of displaying comprehensive assessment data and publicly available real property information, including but not limited to deed and ownership history, tax mapping history, and related records.

4.2 Objectives and Technical Requirements – Scope of Work

Overview

The Contractor shall provide a comprehensive web-based assessment data system for Albany County that integrates municipal assessment data, supports both NYS RPSV4 and RPS-Online systems, and ensures secure, reliable, and efficient public access to property information. The Scope of Work includes, but is not limited to, the following:

- a. **System Compatibility and Data Integration**
 - a. The Contractor shall demonstrate the ability to work with the current NYS RPSV4 system used by the County and its municipalities, and perform all necessary data conversions to the NYS RPS-Online system once available.
 - b. The system shall support the simultaneous use of data from both RPSV4 and RPS-Online.
 - c. The system must allow for the import, merger, and synchronization of multiple standalone municipal RPSV4 datasets as into one web-based interface.

- d. The Contractor shall facilitate the migration of existing historic deed records from an internal Albany County Real Property Microsoft Access database into the system.
 - e. The system should allow connection to parcel data directly from ESRI's ArcGIS platform.
 - f. The Contractor shall provide to Albany County, at no additional cost of expense to Albany County, a copy of Albany County's data annually on the first of March.
- b. System Functionality and Features

The system shall display publicly available real property information, including but not limited to:

 - a. Current roll year assessment data.
 - b. Current and historical sales data.
 - c. Current and historical deed references.
 - d. Tax mapping data and associated history.
 - e. Tentative and Final Assessment Rolls for each municipality.
 - f. Property and school tax billing and payment history (current and prior years)
 - g. Comparable property search capabilities, including recent sales within a specified date range.
 - h. Parcel split and subdivision tracking with hierarchical relationships.
 - i. Extended notes and document imaging support for historic records (e.g., deeds, sales records, survey maps).
 - j. Integrated hyperlinks to the NYS Office of Real Property Tax Services, local municipalities, school districts, the Albany County Interactive Mapping website, and Albany County Tax Maps.
 - k. Property owners shall be able to submit online correction requests for parcel-level inventory data.
 - l. Generate, display, print, and download comparable property sales reports
 - m. The system shall allow the County to update individual property records as required by the NYS Judicial Security Act, with updates reflected in the system within 24 hours.
 - n. The system shall allow daily user updates and unlimited public user queries.
 - o. The system shall provide batch export functionality for parcel data in popular formats (e.g., Excel, CSV).
- c. Hosting, Security, and Performance
 - a. The vendor shall provide secure web hosting services for the database and application.
 - b. If cloud-based hosting is used, all data must be stored within the boundaries of the United States.
 - c. The system must support direct hyperlink access from both County and municipal websites.
 - d. The system must ensure high availability, data integrity, and secure access protocols.
- d. Training, Support, and Maintenance
 - a. The vendor shall provide live training to designated County staff covering all required and optional administrative functions.
 - b. The vendor shall provide troubleshooting and technical support for system issues as they arise.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be **for a period of three (3) years.**
- 5.2 At the end of the initial three (3) year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

Contract #: 2025-1847

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 12/31/2025

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Sam Greco Construction Inc.

Estimated Amount: 200,000.00

Scope of Services: Emergency General Construction Repair services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

December 26, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with Sam Greco Construction, Inc. as the secondary vender for Emergency General Construction Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2888 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND SAM GRECO CONSTRUCTION, INC.
FOR HOURLY RATE BASED GENERAL CONSTRUCTION SERVICES

CONTRACT NO. 2025-2888
(ORIG. AGREEMENT: 2024-1932)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Sam Greco Construction, Inc., a New York corporation, with a principal place of business located at 18 Industrial Park Road, Troy, New York 12180 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide general construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1932 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

WHEREAS, this Renewal Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

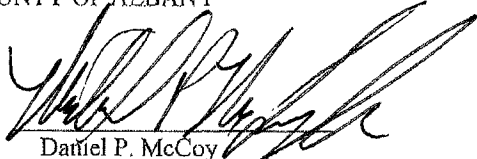
5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be signed the day and year first indicated below.

DATED: 6/10/25

COUNTY OF ALBANY

BY: 

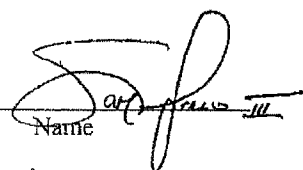
Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

SAM GRECO CONSTRUCTION, INC.

DATED: 6/6/2025

BY: 

Name

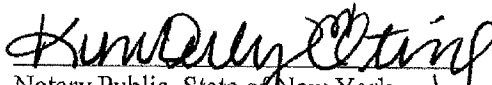
President

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

NOTARY ACKNOWLEDGEMENT **KIMBERLY ELTING**
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01EL0033017
Qualified in Rensselaer County
Commission Expires 01/21/2029

On this 6th day of June, 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 10 day of June, 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.

ALEXANDER HUNTER TOWNSEND
Notary Public - State of New York
No. 01TO0033697
Qualified in Albany County
My Comm. Expires Feb. 7, 2029


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 he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of _____, as said _____ pursuant to the authority vested in him/her/them.

Notary Public, State of _____

Contract #: 2026-0127

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted:

Contact Person: [Krista Sbuttoni]

Contact Phone: 518+447-5590

Vendor Info: Bpi Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: Emergency HVAC Repair services - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

Schedule A

- 1) Amendment to contract 2025-2891 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2891 will remain in place.



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

January 28, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with BPI Mechanical Services, Inc. as the secondary vender for Emergency HVAC Repair services for the term of June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2891 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2025-2891
(ORIG. AGREEMENT: 2024-1935)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide HVAC construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1935 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

WHEREAS, this Renewal Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

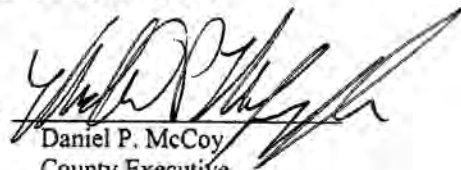
2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/30/25

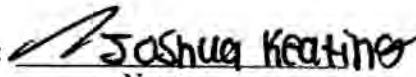
BY:


Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 5/28/25

BY:


Name
Service Manager
Title

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 30 day of May, 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.

ALEXANDER HUNTER TOWNSEND
Notary Public - State of New York
No. 01T00033697
Qualified in Albany County
My Comm. Expires Feb. 7, 2029

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Latham)

On this 28th day of May, 2025, before me personally came Joshua Keating, to me known and known to me to be the Secretary of BPI Mechanical Service and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of BPI Mechanical Service, as said Secretary pursuant to the authority vested in him/her/them.

Nicole Duffy
Notary Public, State of New York

NICOLE K. DUFFY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU0033425
Qualified in Saratoga County
My Commission Expires 02-03-2029

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2024-1935

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide HVAC construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid HVAC construction services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the HVAC construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

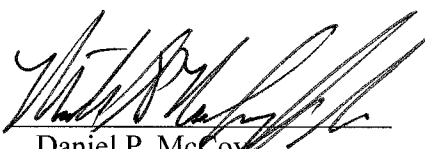
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

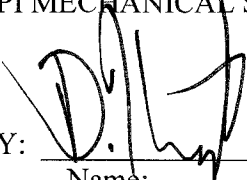
COUNTY OF ALBANY

DATED: 7/25/24

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 7/16/24

BY: 
Name:
PRETIDENT
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

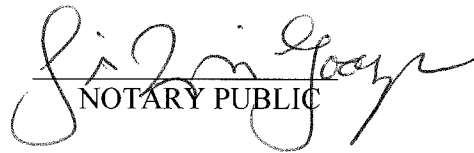
On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 25 day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

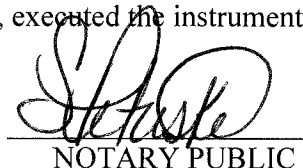
SIA ZOIS GOOGAS
Notary Public, State of New York
No. 02GO6311455
Qualified in Albany County
Commission Expires Sept. 15, 2026


NOTARY PUBLIC

STATE OF New York)
COUNTY OF Albany) SS.:

On the 16th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026


NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Contract #: 2026-0146

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 01/29/2026

Contact Person: [Krista Sbuttoni]

Contact Phone: 518+447-5590

Vendor Info: Bpi Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: BPI Mechanical Services - Plumbing - Amendment

Budget Line Item: 1620-4046

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES

DAVID M. LATINA
COMMISSIONER

112 STATE STREET, SUITE 1300

ALBANY, NEW YORK 12207

(518) 447-7210 FAX (518) 447-7747

January 29, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with BPI Mechanical Services, Inc. as the secondary vendor for Emergency Plumbing Repair services beginning June 1, 2025 through May 31, 2026. The existing total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2890 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING CONSTRUCTION SERVICES

CONTRACT NO. 2025-2890
(ORIG. AGREEMENT: 2024-1934)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide plumbing construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1934 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

WHEREAS, this Renewal Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

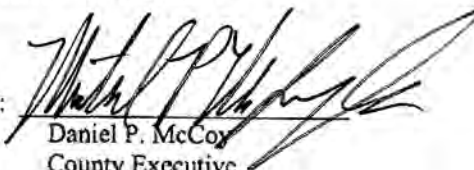
5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/30/25

BY: 

Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 5/28/25

BY: Joshua Keating

Name

Service Manager

Title

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 30 day of May, 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.

ALEXANDER HUNTER TOWNSEND
Notary Public - State of New York
No. 01T00033697
Qualified in Albany County
My Comm. Expires Feb. 7, 2029

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Latham)

On this 28th day of May, 2025, before me personally came Toshua Keating, to me known and known to me to be the Secretary of BPI Mechanical Services and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of BPI Mechanical Service, as said Secretary pursuant to the authority vested in him/her/them.

Nicole Duffy
Notary Public, State of New York

NICOLE K. DUFFY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU0033425
Qualified in Saratoga County
My Commission Expires 02-03-2029

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING CONSTRUCTION SERVICES

CONTRACT NO. 2024-1934

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide plumbing construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing construction services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the plumbing construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

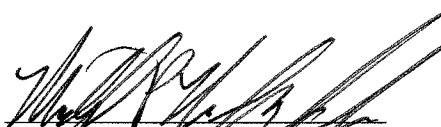
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

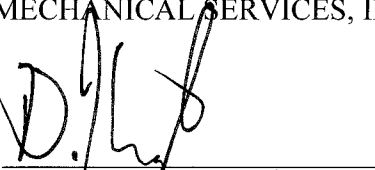
COUNTY OF ALBANY

DATED: 7/25/24

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: 7/16/24

BY: 
Name:
PRESIDENT
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

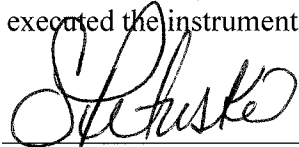
On the ____ day of _____, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF New York)
COUNTY OF Albany) SS.:

On the 16th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SERANIE V. PETUSKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6445404
Qualified in Saratoga County
My Commission Expires 12-19-2026



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Contract #: 2026-0148

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 01/29/2026

Contact Person: [Krista Sbuttoni]

Contact Phone: 518+447-5590

Vendor Info: Eckert Mechanical, LLC

Estimated Amount: 200,000.00

Scope of Services: Boiler Repair Amendment 2026

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

January 30, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with Eckert Mechanical, Inc. as the secondary vendor for Emergency Boiler Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2889 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ECKERT MECHANICAL, LLC
FOR HOURLY RATE BASED BOILER REPAIR CONSTRUCTION SERVICES

CONTRACT NO. 2025-2889
(ORIG. AGREEMENT: 2024-1933)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Eckert Mechanical, LLC, a New York limited liability company, with a principal place of business located at 1062 Central Avenue, Albany, New York 12205 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide boiler repair construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1933 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

WHEREAS, this Renewal Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

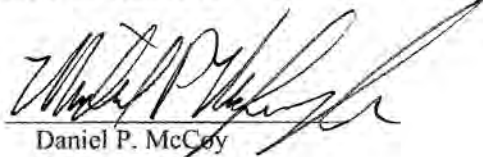
IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED:

5/27/25

BY:



Daniel P. McCoy
County Executive

or

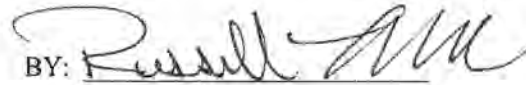
Michael P. McLaughlin
Deputy County Executive

ECKERT MECHANICAL, LLC

DATED:

5-21-2025

BY:



Name

Russell Lincoln

President

Title

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 27 day of May, 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 21 day of May, 2025, before me personally came Russell Lincoln, to me known and known to me to be the President of Eckert Mechanical, and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of Eckert Mechanical, as said President pursuant to the authority vested in him/her/them.

Notary Public, State of New York

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA8135839
Qualified in Albany County
Commission Expires October 24, 2025

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ECKERT MECHANICAL, LLC
FOR HOURLY RATE BASED BOILER REPAIR CONSTRUCTION SERVICES

CONTRACT NO. 2024-1933

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Eckert Mechanical, LLC, a registered New York limited liability company, with a principal place of business located at 1062 Central Avenue, Albany, New York 12205 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide boiler repair construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid boiler repair construction services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the boiler repair construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

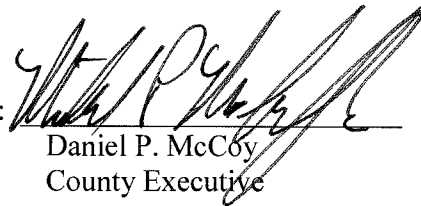
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/15/24

BY:



Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

ECKERT MECHANICAL LLC

DATED: 7/19/2024

BY:



Name: Russell Lincoln

President

Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 10 day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF New York)
COUNTY OF Albany) SS.:

On the 9 day of July, 2024, before me, the undersigned, personally appeared Russell Lincoln personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2025

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Contract #: 2026-0149

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 01/29/2026

Contact Person: [Krista Sbuttoni]

Contact Phone: 518+447-5590

Vendor Info: Debrino Caulking Associates

Estimated Amount: 200,000.00

Scope of Services: Masonry Repairs Amendment

Budget Line Item: 1620-4046

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

January 30, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of a cost amendment for the Labor Agreement with DeBrino Caulking Associates, Inc. as the secondary vender for Emergency Masonry Repair services beginning June 1, 2025 through May 31, 2026. The existing not to exceed total of \$99,000.00 will be increased to \$200,000.00.

All other terms of the existing contract 2025-2892 will remain in place.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND DEBRINO CAULKING ASSOCIATES, INC.
FOR HOURLY RATE BASED MASONRY CONSTRUCTION SERVICES

CONTRACT NO. 2025-2892
(ORIG. AGREEMENT: 2024-1936)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and DeBrino Caulking Associates, Inc., a New York corporation, with a principal place of business located at 1304 Route 9, Castleton, New York 12033 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide masonry construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1936 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

WHEREAS, this Renewal Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 6/6/25

BY: 

Daniel P. McCoy

County Executive

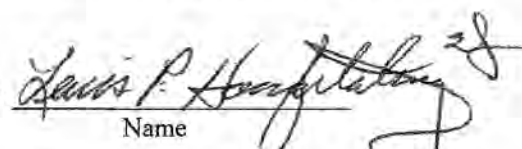
or

Michael P. McLaughlin

Deputy County Executive

DEBRINO CAULKING ASSOCIATES, INC.

DATED: 05/20/2025

BY: 

Name

Lewis P. Houghtaling 3rd / President

Title

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 6 day of June, 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.



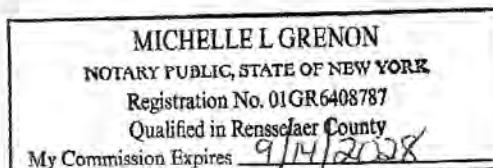
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Rensselaer) ss.:
CITY OF Castleton)

On this 20 day of May, 2025, before me personally came Lewis P. Houghtaling 3rd, to me known and known to me to be the President of Debrino Caulking Associates, Inc. and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of County of Rensselaer, NY, as said Executive pursuant pursuant to the authority vested in him/her/them.

Notary Public, State of New York



RECEIVED

JUL 10 2024

DeBRINO CAULKING ASSOC.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND DEBRINO CAULKING ASSOCIATES, INC.
FOR HOURLY RATE BASED MASONRY CONSTRUCTION SERVICES

CONTRACT NO. 2024-1936

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and DeBrino Caulking Associates, Inc., a registered New York corporation, with a principal place of business located at 1304 Route 9, Castleton, New York 12033 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide masonry construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid masonry construction services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

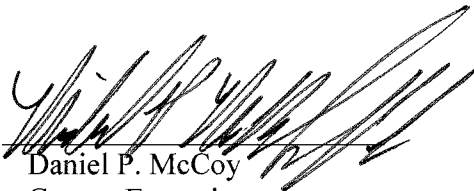
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/18/24

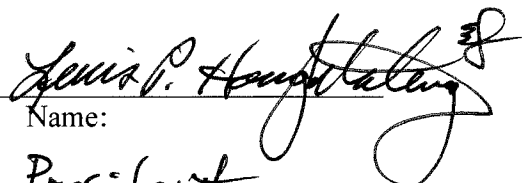
BY:


Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

DEBRINO CAULKING ASSOCIATES, INC.

DATED: 7/10/24

BY:


Name:
President
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 18th day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969317
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF New York)
COUNTY OF Rensselaer) SS.:

On the 10 day of July, 2024, before me, the undersigned, personally appeared Lewis P Houghtaling 3rd personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

MICHELLE L GRENON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6408787
Qualified in Rensselaer County
My Commission Expires 9/14/2024

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Contract #: 2026-0152

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 01/30/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Eckert Mechanical, LLC

Estimated Amount: \$118,720

Scope of Services: PC Stedman House Interior Renovations

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

January 29, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

General Services is requesting authorization for a contract with Eckert Mechanical LLC for the Plumbing Construction segment of the Stedman House Interior Renovation Project. The not to exceed cost of \$118,720 includes their base bid of \$103,235 plus a 15% contingency allowance of \$15,485.

This project will renovate the interior areas of the Stedman House and provide dedicated office space for the Albany County District Attorney.

Costs of this project will be covered by bond HHX0 Res. No. 10 of 2023.

The projected term of this contract is April 1, 2026 through March 31, 2028.

Additional construction components of this project have been individually submitted for contract authorization.

This proposed project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c) subdivision (1)(31). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance with SEQR beyond this determination is required at this time.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina

Commissioner

DML:tas

Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: January 29, 2026

Re: RFB 2025-162 Stedman House Interior Renovation Project

I have reviewed the bids received for RFB 2025-162 Stedman House Interior Renovation Project. As the lowest of the responsive bidders, I recommend awarding the associated contracts as follows;

1. General Construction Services - VMJR Companies LLC with a base bid of \$1,382,000 and a 15% contingency allowance of \$207,300 for a not to exceed total of \$1,589,300.
2. Electrical Construction Services - Empire Electric NY LLC with a base bid of \$483,000, a 15% contingency allowance of \$72,450 and a security access control system allowance of \$22,000 for a not to exceed total of \$577,450.
3. Mechanical Construction Services - DiGesare Mechanical Inc with a base bid of \$409,000 and a 15% contingency allowance of \$61,350 for a not to exceed total of \$470,350.
4. Plumbing Construction Services - Eckert Mechanical LLC with a base bid of \$103,235 and a 15% contingency allowance of \$15,485 for a not to exceed total of \$118,720.
5. Fire Sprinkler Construction Services - Condor Fire Sprinkler Co LLC with a base bid of \$99,500 and a 15% contingency allowance of \$14,925 for a not to exceed total of \$114,425.

All necessary Legislative and CAB authorizations will be obtained.

The projected term will be April 1, 2026 through March 31, 2028

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 29, 2026

RE: RFB # 2025-162– PC; Stedman House Interior Renovation Project

I am in receipt of your recommendation to award the aforementioned to Eckert Mechanical LLC in the amount of \$118,720.00, which includes Contingency Allowances as noted.

As Eckert Mechanical 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.

RFB# 2025-162					
Stedman House Interior Renovation Project					
Tuesday, January 13, 2026					
Plumbing Contractor					
Vendor:	Digesare	Eckert			
LUMP SUM BASE BID:	\$113,000.00	\$103,235.00			
15% CONTINGENCY ALLOWANCE:	\$16,950.00	\$15,485.00			
TOTAL BID: (Base Bid + 15% Contingency Allowance)	\$129,950.00	\$118,720.00			

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Stedman House Renovation Project**
Bid Number: **2025-162-PC**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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)

	12/09/2025	1
Date	12/10/2025	Number 2
	12/12/2025	3
	12/22/2025	4
	12/26/2025	5
	12/31/2025	6
	01/06/2026	7
	01/08/2026	8

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)
7. Communication concerning this Bid shall be addressed to:
- _____
- Eckert Mechanical, LLC
- _____
- Russell Lincoln, President rlincoln@eckertmechanical.com
- _____
- 49 Sicker Road, Latham, NY 12110
- _____
- Phone: 518-459-4116
- _____
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Stedman House Interior Renovation Project
Bid Number: 2025-162-PC

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 15% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

LUMP SUM BASE BID: \$ 103,235.00 (a)

15 % CONTINGENCY ALLOWANCE: \$ 15,485.00 (b)

TOTAL BASE BID (a) + (b) : \$ 118,720.00
(Base Bid + 15% Contingency Allowance)

COMPANY: Eckert Mechanical, LLC

ADDRESS: 49 Sicker Road

CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: 518-459-4116

FAX NO.: 518-459-1208

FEDERAL TAX ID NO.: 27-1557163

***CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)***

24-63SSU-CR

REPRESENTATIVE: Russell Lincoln, President

E-MAIL: rlincoln@eckertmechanical.com

SIGNATURE AND TITLE  , President

DATE 01/13/2026

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

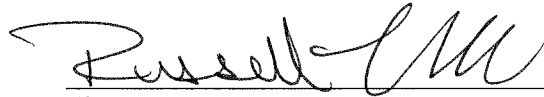
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

President

Title

01/13/2026

Date

Eckert Mechanical, 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 New York)
COUNTY OF Albany) SS.:

On this 13 day of January, 20026, before me personally appeared Russell Lincoln to me known, who, being by me sworn, did say that he resides at (give address) Lake George, New York; that he is the (give title) President of the (name of corporation) Eckert Mechanical, 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.

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2029


Notary Public, State of New York

Qualified in Albany County

Commission Expires 10-24-2029

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 Eckert Mechanical, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 27-1557163 b) DUNS # 788341451	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.eckertmechanical.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 49 Sicker Road Latham, NY 12110		7. TELEPHONE NUMBER 518-459-4116	8. FAX NUMBER 518-459-1208
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NUMBER 518-459-4116	11. FAX NUMBER 518-459-1208
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Russell Lincoln Title President Telephone Number 518-459-4116 Fax Number 518-459-1208 e-mail rlincoln@eckertmechanical.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Russell Lincoln	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 27-1557163

State of: New York)
) ss:
County of: Albany)

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 Eckert Mechanical, LLC Signature of Owner



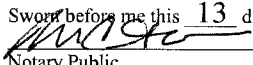
Address 49 Sicker Road

Printed Name of Signatory Russell Lincoln

City, State, Zip Latham, NY 12110

Title President

Sworn before me this 13 day of January, 2026.


Notary Public

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2029

Nicole C. Trimble

Printed Name

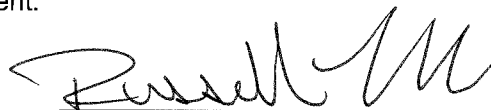

Signature

01/13/2026

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

President

Title

01/13/2026
Date

Eckert Mechanical, LLC
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

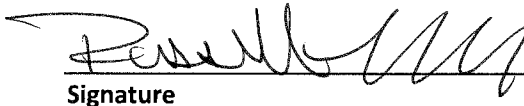
Name of Third Party Entity: NSA

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:



Signature

Russell Lincoln

Printed Name

President

Title

01/13/2026

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 40 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Please see "Attachement A"

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Please see "Attachment B"

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

PLUMBING INSULATION

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Pionner Bank - 652 Albany Shaker Road, Albany, NY 12211 - (518) 730-3759

USI Insurance Services - 3 Lear Jet Lane, Latham, NY 12110 - (518) 514-3622

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Please see the attached Financial Statement

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Eckert Mechanical, LLC
Correct Name of Bidder

(a) The business is a: LLC

(b) The address of principal place of business is: 49 Sicker Road

Latham, NY 12110

- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Russell Lincoln, President/Owner

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Eckert Mechanical, LLC
Firm

Dated: 01/13/2026

By 

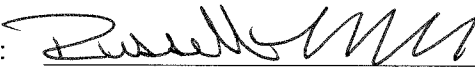
Russell Lincoln, President
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: 2025-162-PC - Stedman House Renovation Project

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: Eckert Mechanical, LLC

By: 
(Signature)

Russell Lincoln
(Typed)

Title: President

Date: 01/13/2026

CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

ECKERT MECHANICAL, LLC

49 Sicker Road
Latham, New York 12110

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

COUNTY OF ALBANY

112 State Street
Albany, New York 12207

BOND AMOUNT: Five Percent of the Amount of Attached Bid ----- (5% Amt Bid)-----

PROJECT:

(Name, location or address, and Project number, if any)

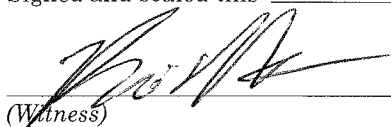
Stedman House Interior Renovation Project
Request For Bids #2025-162
Plumbing

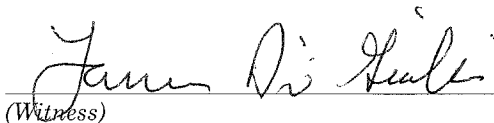
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

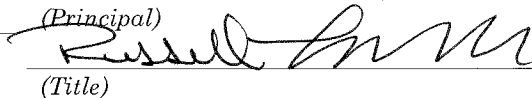
Signed and sealed this 15th day of December, 2025.


(Witness)


(Witness)

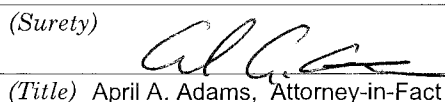
ECKERT MECHANICAL, LLC

(Principal)


(Title)

Western Surety Company

(Surety)


(Title) April A. Adams, Attorney-in-Fact

INDIVIDUAL ACKNOWLEDGEMENT

State of)
)
County of)

On the _____ day of _____, 20____, before me personally came

_____, to me known and known to me to be the Individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

LLC ACKNOWLEDGMENT

State of New York)
)
County of Albany)

On the 15 day of December in the year 2025 before me personally came Russell Lincoln to me known, who, being by me duly sworn, did depose and say that (s)he reside(s) in Lake George, N.Y.; that (s)he is the President of the Eckert Mechanical LLC the LLC described in and which executed the above instrument.

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County, 2029
Commission Expires October 24, 2029

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York)
)
County of)

On the 15th day of December in the year 2025 before me personally came April A. Adams to me known, who, being by me duly sworn, did depose and say that she reside(s) in Erie County, New York; that she is the Attorney-in-Fact of Western Surety Company the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

Notary Public

KATHERINE L. STEINER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 01/25/2029

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bruce W Rogers, Bradley E Byer, Michael W Karl, Lawrence DiGiulio, Andrew J Tokasz, Lisa M Tatar, Michael Robert Bonetto, Todd McMahon, Timothy J Geiger, April A Adams, Lauren Seege, Amy K Roberts, Karin Adams, Katherine Lee Steiner, Kevin Anthony Kubera, Individually

of Buffalo, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2025.



WESTERN SURETY COMPANY

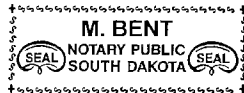
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of December, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	<u>\$ 2,175,361,957</u>

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	<u>\$ 692,885,257</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,191,580,505
Surplus as regards policyholders	<u>\$ 1,482,476,700</u>
Total Liabilities and Capital	<u>\$ 2,175,361,957</u>

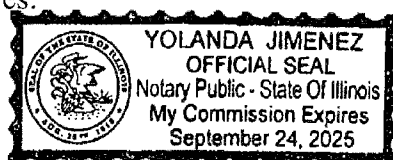
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

ECKERT MECHANICAL LLC

1062 CENTRAL AVE

ALBANY, New York 12205

Phone Number: 5189374282

Registration Number: 24-63SSU-CR

Date of Issue: 2024-11-18

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner

New York State Department of
Labor



NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
1.	Agency/Owner	Award Date	Amount	Date Completed		
	General Services Administration – Leo O'Brien FHWA & FMCSA Office Renovations	12/19/2023	\$975,586.00	1/17/2025		
	Contact Person Stephen Thomas – S.J. Thomas Co. Inc.	Designer Architect and /or Design Engineer Lamont Engineers, PC				
	Contract No. Plumbing & HVAC	Telephone No. 315-472-5288				
	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable	
2.	Agency/Owner County of Saratoga – Saratoga County Airport FBO Terminal Phase 2	Award Date 12/12/2023	Amount \$2,329,508.39	Date Completed 5/15/2025		
	Contact Person Tim Hanke, LeChase Construction	Designer Architect and /or Design Engineer Fennick McCredie Architecture				
	Contract No. 2334027.008	Telephone No. 518-831-9705				
	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable	
3.	Agency/Owner RCP17, Inc. – Rotterdam Industrial Park Building 17	Award Date 7/19/2024	Amount \$268,980.00	Date Completed 11/1/2024		
	Contact Person William Bury, LeChase Construction	Designer Architect and /or Design Engineer Design Build (By Eckert)				
	Contract No. Plumbing	Telephone No. 518-388-9200				
	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable	
4.	Agency/Owner County of Schenectady – Ray Wemple Ice Rink (Plumbing)	Award Date 2/23/2024	Amount \$178,656.34	Date Completed 2/7/2025		
	Contact Person Perri Ottati, TW&A Construction Management	Designer Architect and /or Design Engineer C2 Design Group				
	Contract No. Contract 3: Plumbing	Telephone No. 518-588-8899				
	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable	
5.	Agency/Owner St. Peter's Hospital – Cooling Tower Replacement	Award Date 12/19/2024	Amount \$1,180,299.00	Date Completed 5/16/2025		
	Contact Person Michael Spencer, Guth DeConzo	Designer Architect and /or Design Engineer Guth DeConzo				
	Contract No. 5826	Telephone No. 518-266-9600				
	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner City of Schenectady – Police Locker & Toilet Room Reno		Award Date 6/6/2024	Amount \$118,570.00	Date Completed 4/4/2025	
	Contact Person Andrew Jackson, C2 Design Group	Telephone No. 518-320-8250	Designer Architect and /or Design Engineer C2 Design Group			
	Contract No. 2024-CS-11 (Mechanical)	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable		
7.	Agency/Owner County of Albany – 112 State St. 11 th Floor Renovations (Plumbing)		Award Date 6/10/2024	Amount \$107,088.00	Date Completed 5/14/2025	
	Contact Person Michael Martin, Albany County DGS	Telephone No. 518-447-7032	Designer Architect and /or Design Engineer Sigma Psi Consulting			
	Contract No. 2024-2078	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable		
8.	Agency/Owner Walmart Store # 4403-279 General Remodel – Queensbury NY		Award Date 12/30/2024	Amount \$248,845.19	Date Completed 6/30/2025	
	Contact Person Scott Surdey, William A. Randolph	Telephone No. 847-856-0123 x240	Designer Architect and /or Design Engineer Massa Multimedia Architecture			
	Contract No. SC-25-002-020	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable		
9.	Agency/Owner NYS Office of Parks – Hop Field Warming Hut, Thacher State Park		Award Date 2/23/2024	Amount \$121,898.00	Date Completed 11/7/2024	
	Contact Person Daniel Neary, NYS Office of Parks	Telephone No. 518-584-2000	Designer Architect and /or Design Engineer Phinney Design Group			
	Contract No. D006224 & D006225	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable		
10.	Agency/Owner County of Schenectady – DEPW Interior Renovations		Award Date 9/4/2024	Amount \$118,651.00	Date Completed 4/10/2025	
	Contact Person Robert Lewis, Schenectady County	Telephone No. 518-729-7760	Designer Architect and /or Design Engineer C2 Design Group			
	Contract No. Plumbing/HVAC No. 2	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable		

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner County of Albany – DPW & Shaker Place New Vehicle Storage Facility	Telephone No. 518-447-7032	Designer Architect and /or Design Engineer Angerame Architects, P.C.	Award Date 2/27/2024	Completion Date 10/17/2025
	Contact Person Michael Martin, Albany County DGS				
	Contract No. 2023-109 HVAC	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
			Total Contract Amount \$1,490,729.00	Amount Sublet to others \$603,684.00	Uncompleted Amount \$267,799.70
2.	Agency/Owner NYS OGS Project No. 46194-P Provide Station Building State Police, Chatham	Telephone No. 518-731-8290	Designer Architect and /or Design Engineer Bergmann Architects	Award Date 8/20/2024	Completion Date 6/16/2026
	Contact Person Christine Rose, NYS OGS				
	Contract No. 46194-P	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
			Total Contract Amount \$335,898.00	Amount Sublet to others \$46,152.00	Uncompleted Amount \$93,725.25
3.	Agency/Owner US Army Corps of Engineers – Watervliet Arsenal Building 20 Renovation	Telephone No. 973-365-1555	Designer Architect and /or Design Engineer Burns and McDonnell	Award Date 1/25/2023	Completion Date 11/28/2026
	Contact Person Shyamal Shah, Intercontinental Construction				
	Contract No. 42220-ECK	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
			Total Contract Amount \$3,681,734.00	Amount Sublet to others \$604,722.14	Uncompleted Amount \$648,777.18
4.	Agency/Owner Albany County Airport – Concourse A Renovations	Telephone No. 518-512-5508	Designer Architect and /or Design Engineer Fennick McCredie Architecture	Award Date 8/29/2024	Completion Date 11/3/2025
	Contact Person Al Burgazoli, AOW Construction				
	Contract No. 24-00048 HVAC	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable
			Total Contract Amount \$500,614.00	Amount Sublet to others \$316,626.11	Uncompleted Amount \$252,045.55

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner NYS OGS Project No. 47448-H NYS Police Academy Backup Power System			Award Date 3/28/2024	Completion Date 10/22/2025
	Contact Person Nicholas Bayly, NYS OGS		Telephone No. 518-808-4214	Designer Architect and /or Design Engineer C&S Engineers, Inc.	
	Contract No. 47448-H	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable	
	Total Contract Amount \$308,358.00			Amount Sublet to others \$105,896.00	Uncompleted Amount \$36,331.50
6.	Agency/Owner City of Schenectady – Fire Station #1 HVAC Upgrades			Award Date 7/22/2024	Completion Date 11/26/2025
	Contact Person Curtis Benedetto, GPI		Telephone No. 518-898-9509	Designer Architect and /or Design Engineer Greenman-Pedersen, Inc. (GPI)	
	Contract No. 2024-15-ENG HVAC	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable	
	Total Contract Amount \$1,124,470.00			Amount Sublet to others \$239,519.65	Uncompleted Amount \$172,115.90
7.	Agency/Owner Stratton VA Medical Center – Consolidate Primary Care 1 st Floor			Award Date 11/22/2024	Completion Date 8/6/2026
	Contact Person Matt Petrangelo, Iron Sword		Telephone No. 845-863-1788	Designer Architect and /or Design Engineer Triple C – The A&E Group	
	Contract No. 240926-23A	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable	
	Total Contract Amount \$3,671,600.00			Amount Sublet to others \$1,274,715.00	Uncompleted Amount \$2,998,514.55
8.	Agency/Owner NY Creates – Parking Garage (SUNY Nanotech)			Award Date 1/6/2025	Completion Date 6/12/2026
	Contact Person Brian Carr, LeChase Construction		Telephone No. 518-388-9200	Designer Architect and /or Design Engineer DPS Advanced Technology Group	
	Contract No. 2434018.013	Prime or Sub Sub	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable	
	Total Contract Amount \$535,584.00			Amount Sublet to others \$50,500.00	Uncompleted Amount \$521,414.00

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Eckert Mechanical, LLC

NYS Vendor ID: 1100018009

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Emma Willard School – Snell Dietel MacGuire HVAC Renovation				Award Date 4/28/2025	Completion Date 10/30/2026
	Contact Person Scott Kosnick, Emma Willard	Telephone No. 518-833-1331	Designer Architect and /or Design Engineer Sage Engineering			
	Contract No. 4105	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable	
			Total Contract Amount \$4,975,961.00	Amount Sublet to others \$2,321,945.00	Uncompleted Amount \$4,854,359.30	
10.	Agency/Owner County of Albany – MVP Chiller Replacement				Award Date 4/14/2025	Completion Date 4/30/2026
	Contact Person Michael Martin, Albany County DGS	Telephone No. 518-447-7032	Designer Architect and /or Design Engineer Delta Engineers, Architects & Surveyors			
	Contract No. 2025-2967 HVAC	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable	
			Total Contract Amount \$1,052,255.00	Amount Sublet to others \$152,868.00	Uncompleted Amount \$940,788.10	

Grand Total All Uncompleted Contracts	\$10,785,871.03
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ECKERT MECHANICAL, LLC

ALBANY, NEW YORK

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2024 AND 2023

CONTENTS

	<u>PAGES</u>
Financial statements:	
Independent accountants' review report	1
Balance sheets	2
Statements of income and member's equity	3
Statements of cash flow	4-5
Notes to financial statements	6-15



LUTZ, SELIG & ZERONDA, CPAs, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Member
Eckert Mechanical, LLC
Albany, New York

We have reviewed the accompanying financial statements of Eckert Mechanical, LLC (a New York Limited Liability Company) which comprise the balance sheets as of December 31, 2024 and 2023 and the related statements of income, member's equity and cash flow for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Eckert Mechanical, LLC to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Lutz, Selig & Zeronda, CPAs, L.L.P.

Latham, New York
January 30, 2025

ECKERT MECHANICAL, LLC

BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

	<u>2024</u>	<u>2023</u>
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash (Note 1)	\$ 1,907,076	\$ 1,222,872
Accounts receivables (Notes 1 and 2)	2,228,846	1,963,001
Inventory (Note 1)	1,400	2,050
Contract assets (Notes 1 and 3)	726,528	402,739
Other current assets	53,474	55,302
Total current assets	\$ 4,917,324	\$ 3,645,964
PROPERTY AND EQUIPMENT (Notes 1 and 4)	387,378	174,930
OPERATING LEASE - RIGHT OF USE ASSET (Notes 1 and 10)	67,399	100,425
TOTAL ASSETS	\$ 5,372,101	\$ 3,921,319
<u>LIABILITIES AND MEMBER'S EQUITY</u>		
CURRENT LIABILITIES:		
Current maturities of long-term debt (Note 7)	\$ 255,969	\$ 221,478
Operating lease liability - current (Notes 1 and 10)	34,520	32,362
Accounts payable	828,308	529,460
Contract liabilities (Notes 1 and 3)	1,979,712	862,769
Accrued expenses and other current liabilities	118,541	136,752
Total current liabilities	\$ 3,217,050	\$ 1,782,821
OPERATING LEASE LIABILITY (Notes 1 and 10)	33,603	68,123
LONG-TERM DEBT (Note 7)	530,020	660,437
Total liabilities	\$ 3,780,673	\$ 2,511,381
COMMITMENTS AND CONTINGENCIES (Note 8)		
MEMBER'S EQUITY	1,591,428	1,409,938
TOTAL LIABILITIES AND MEMBER'S EQUITY	\$ 5,372,101	\$ 3,921,319

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

STATEMENTS OF INCOME AND MEMBER'S EQUITY
YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>2024</u>	<u>2023</u>
Revenue	\$ 10,857,918	\$ 8,237,857
Cost of revenue	<u>8,914,233</u>	<u>6,855,270</u>
Gross profit	\$ 1,943,685	\$ 1,382,587
Operating expenses	<u>1,471,807</u>	<u>1,127,355</u>
Income from operations	\$ 471,878	\$ 255,232
Other income (expense)	<u>(14,846)</u>	<u>21,698</u>
NET INCOME	\$ 457,032	\$ 276,930
Member's equity - beginning	1,409,938	2,690,072
Member distributions	(275,542)	(557,064)
Redemption of membership units	<u>-</u>	<u>(1,000,000)</u>
MEMBER'S EQUITY - END	<u>\$ 1,591,428</u>	<u>\$ 1,409,938</u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

STATEMENTS OF CASH FLOW
YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>2024</u>	<u>2023</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	\$ 457,032	\$ 276,930
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	88,747	74,210
Gain on disposal of assets	(14,000)	(8,186)
Operating leases	664	60
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(265,845)	(282,269)
Inventory	650	450
Contract assets	(323,789)	(19,902)
Other current assets	1,828	155,845
Increase (decrease) in:		
Accounts payable	298,848	153,908
Contracts liabilities	1,116,943	355,215
Accrued expenses and other current liabilities	(18,211)	61,903
Net cash provided by operating activities	<u>\$ 1,342,867</u>	<u>\$ 768,164</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	\$ (152,701)	\$ (79,296)
Proceeds from sale of property and equipment	<u>14,000</u>	<u>8,186</u>
Net cash applied to investing activities	<u>\$ (138,701)</u>	<u>\$ (71,110)</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Repayment of long-term debt	\$ (244,420)	\$ (18,085)
Redemption of membership units	-	(100,000)
Member distributions	<u>(275,542)</u>	<u>(557,064)</u>
Net cash applied to financing activities	<u>\$ (519,962)</u>	<u>\$ (675,149)</u>
NET INCREASE IN CASH	\$ 684,204	\$ 21,905
CASH - BEGINNING	<u>1,222,872</u>	<u>1,200,967</u>
CASH - END	<u><u>\$ 1,907,076</u></u>	<u><u>\$ 1,222,872</u></u>

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

STATEMENTS OF CASH FLOW
YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>2024</u>	<u>2023</u>
SUPPLEMENTAL DISCLOSURES OF CASH INFORMATION:		
Cash paid during the year:		
Interest	\$ 46,293	\$ 2,813
Income taxes	2,250	-
SCHEDULE OF NONCASH ACTIVITIES:		
Vehicles and equipment acquired by the issuance of long-term debt	\$ 148,494	\$ -
Member units redeemed through the issuance of notes payable	-	900,000

See independent accountants' review report and notes to financial statements.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Business Activity

The Company is in the maintenance, service and construction of HVAC building systems and equipment business in Northeastern New York. As such, the Company grants credit to its customers, most of whom are located in this area.

On November 30, 2023, the Company redeemed the entire interest of two of its members.

b) Management's Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Due to the nature of the work required to be performed on many of the Company's performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment. As a significant change in one or more of these estimates could affect the profitability of the Company's contracts, the Company reviews and updates the Company's contract-related estimates regularly through a company-wide disciplined project review process in which management reviews the progress and execution of the Company's performance obligations and the estimate at completion. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule and the related changes in estimates of revenues and costs. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the cost and availability of materials, the performance of subcontractors, and the availability and timing of funding from the customer, among other variables. Actual results could differ from those estimates. These differences may be material.

c) Concentration of Credit Risk

Financial instruments which potentially subject the Company to a concentration of credit risk principally consist of cash and accounts receivable. The Company maintains cash balances with major financial institutions which at times exceed the federally insured limit. In addition, the Company grants credit to its customers. The risk of loss with respect to contract receivable is the balance owed at the time of default as the Company does not generally require collateral.

d) Cash

For purposes of the statements of cash flow, the Company considers all highly liquid debt instruments purchased with a maturity of 3 months or less to be cash.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

e) Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus accounts receivable do not bear interest, although a finance charge may be applied to receivables that are past due. Accounts receivables are periodically evaluated for collectability based on past credit history with customers and their current financial condition. The Company charges off accounts receivable when it becomes apparent based upon age or customer circumstances that amounts will not be collected. An allowance for doubtful accounts has not been provided, as it is management's opinion that losses, if any, would not be material to the financial statements.

f) Inventory

Inventory is stated at the lower of cost (first in – first out) or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable cost of completion, disposal, and transportation.

g) Property and Equipment

Property and equipment are recorded at cost. Renewals and betterments of property are accounted for as additions to asset accounts. Repairs and maintenance charges are expensed as incurred. Depreciation is provided on the straight-line method for financial reporting and income tax purposes. Estimated useful lives are 5 to 15 years for autos, office furniture, equipment, and leasehold improvements.

h) Income Taxes

On November 30, 2023, the Company redeemed the entire interest of two of its three members. As a result, the partnership was terminated. Effective December 1, 2023, the Company elected to be treated as a Subchapter "S" Corporation under the Internal Revenue Code and the New York State Corporation Tax Law. Under these elections, the income, generally, is taxed directly to the shareholder. In addition, New York State imposes a minimum tax which the Company incurs in order to do business in the state. Accounting standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. These standards also provide guidance on de-recognition of tax benefits, classification on the balance sheet, interest and penalties, accounting in interim periods, disclosure and transition. The Company has evaluated any uncertain tax positions and related income tax contingencies and determined uncertain positions, if any, are not material to the financial statements. Penalties and interest assessed by income taxing authorities are included in operating expenses, if incurred. The income tax returns of the Company are generally subject to examination by the Internal Revenue Service and state taxing authorities for three years after they were filed. The Company is no longer subject to examination for years prior to December 31, 2021.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

i) Pass-Through Entity Tax

The Tax Cuts and Job Act of 2017 limited an individual's state and local tax deduction to \$10,000, on their federal income tax return. In response, certain states have explored pass-through entity tax workarounds. In November 2020, the Internal Revenue Service provided guidance to allow a state deduction at the pass-through entity level. Each state's workaround is unique and creates complexities in the entity's accounting for the pass-through entity tax. New York State enacted the Pass-Through Entity Tax Act ("PTET") effective for tax years beginning on or after January 1, 2021. PTET allows pass-through entities to elect to pay the New York State tax due on the shareholders' allocation of taxable income of the Company.

The Company made the PTET election for years ended December 31, 2024 and 2023. Taxes paid and accrued related to PTET on behalf of its members and shareholder are reported as distributions and included in equity for the years ended December 31, 2024 and 2023.

j) Revenue Recognition

The Company enters into contracts with its clients that contain various types of pricing provisions, including fixed price and time-and materials. The Company recognizes revenues in accordance with ASU 2014-09, Revenue from Contracts with Customer, codified as ASC Topic 606 and the related amendments (collectively "ASC 606"). As such, the Company identifies a contract with a customer, identifies the performance obligations in the contract, determines the transaction price, allocates the transaction price to each performance obligation in the contract and recognizes revenues when (or as) the Company satisfies a performance obligation. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages, returns) to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. We estimate the amount of variable consideration at the most likely amount to which we expect to be entitled. Our estimates of variable consideration are based on our assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available to us.

The Company provides quality of workmanship warranties to customers that are included in the sale and are not priced or sold separately or do not provide customers with a service in addition to assurance of compliance with agreed-upon specifications and industry standards. The Company does not consider these types of warranties to be separate performance obligations.

Contracts are often modified to account for changes in contract specifications and requirements. The Company considers contract modifications to exist when the modification either creates new rights or obligations or changes the existing enforceable rights or obligations. The Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification that is not distinct from the existing contract on the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

k) Advertising

Advertising costs are expensed as incurred.

l) Sales Tax

States impose a sales tax on all of the Company's sales to non-exempt customers. The Company collects that sales tax and remits the entire amount to the State. Sales taxes collected and remitted to the State are excluded from revenue and cost of sales.

m) Subsequent Events

The Company has evaluated subsequent events through January 30, 2025, which is the date the financial statements were available to be issued. There are no material subsequent events which require recognition or disclosure.

2) ACCOUNTS RECEIVABLE

Accounts receivable consist of the following:

	<u>December 31,</u>		<u>December 31,</u>
	<u>2024</u>	<u>2023</u>	<u>2022</u>
Completed contracts	\$ 202,360	\$ 58,748	\$ 82,329
Uncompleted contracts	1,667,072	1,541,442	1,322,427
Trade	359,414	362,811	275,976
ACCOUNTS RECEIVABLE	<u>\$ 2,228,846</u>	<u>\$ 1,963,001</u>	<u>\$ 1,680,732</u>

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

3) CONTRACT ASSETS AND LIABILITIES

Contract assets include amounts due under retainage provisions and costs and estimated earnings in excess of billings on uncompleted contracts.

A summary of the Company's contract assets consists of the following as of:

	<u>2024</u>	<u>2023</u>
Retainage receivable	\$ 687,459	\$ 361,199
Costs and estimated earnings in excess of billings	<u>39,069</u>	<u>41,540</u>
 CONTRACT ASSETS	 <u>\$ 726,528</u>	 <u>\$ 402,739</u>

Retainage, included in contract assets, represents amounts withheld from billings to the Company's clients pursuant to provisions in the contracts and may not be paid to the Company until specific tasks are completed or the project is completed and, in some instances, for even longer periods.

Costs and estimated earnings in excess of billings on uncompleted contracts represent the excess of contract costs and profits over the amount of contract billings to date and are classified as a current asset.

Contract liabilities consist of amounts owed under retainage provisions and advance payments and billings in excess of revenue recognized and deferred revenue.

A summary of the Company's contract liabilities consists of the following as of:

	<u>2024</u>	<u>2023</u>
Retainage payable	\$ (12,437)	\$ (1,670)
Billings in excess of costs and estimated earnings	<u>(1,967,275)</u>	<u>(861,099)</u>
 CONTRACT LIABILITIES	 <u>\$ (1,979,712)</u>	 <u>\$ (862,769)</u>

Retainage, included in contract liabilities, represents amounts invoiced to the Company by subcontractors where payments have been partially withheld pursuant to provisions in the contracts and may not be paid by the Company until specific tasks are completed or the project is completed, retainage has been collected from clients and, in some instances, for even longer periods.

Billings in excess of costs and estimated earnings represent the excess of contract billings to date over the amount of contract revenue recognized to date. The balance may fluctuate depending on the timing of contract billings and the recognition of contract revenue.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

4) PROPERTY AND EQUIPMENT

A schedule of property and equipment is as follows:

	<u>2024</u>	<u>2023</u>
Leasehold improvements	\$ 98,011	\$ 5,776
Equipment	215,977	146,422
Autos and trucks	400,471	366,129
Office furniture, fixtures and equipment	<u>26,967</u>	<u>40,577</u>
Totals	\$ 741,426	\$ 558,904
Less accumulated depreciation	<u>354,048</u>	<u>383,974</u>
 PROPERTY AND EQUIPMENT	 <u>\$ 387,378</u>	 <u>\$ 174,930</u>

Depreciation expense was \$88,747 and \$74,210 for the years ended December 31, 2024 and 2023.

5) RELATED PARTY TRANSACTIONS

The Company purchased management and administrative services from an affiliate through November 30, 2023. Costs of these services included in operations were \$-0- and \$55,000 for the years ended December 31, 2024 and 2023.

The Company rented its office and warehouse facilities from an affiliate under a month-to-month lease through November 30, 2023. Total rent paid to the affiliate was \$-0- and \$29,040 for the years ended December 31, 2024 and 2023.

6) CONTRACT BACKLOG

A summary of the Company's contract backlog information is as follows:

	<u>2024</u>	<u>2023</u>
Beginning balance	\$ 7,951,213	\$ 3,689,272
Additional contract revenue entered into during the year:		
Contract adjustments and change orders	346,070	786,500
New contracts	<u>11,232,091</u>	<u>10,842,836</u>
Totals	\$ 19,529,374	\$ 15,318,608
Contract revenue earned during year	<u>(9,039,345)</u>	<u>(7,367,395)</u>
 ENDING BALANCE	 <u>\$ 10,490,029</u>	 <u>\$ 7,951,213</u>

The Company entered into additional contract revenue from January 1, 2025 through January 30, 2025 of \$2,256,844.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

7) LONG-TERM DEBT

Long-term debt consists of the following:

	<u>2024</u>	<u>2023</u>
Note payable to a former member in 24 monthly interest only installments at 7.5% until November 2025. Followed by 24 monthly installments of \$19,491, including interest at 3.75%; matures November 2027. (a)	\$ 450,000	\$ 450,000
Note payable to a former member in 24 monthly installments of principle only, no interest; matures November 2025. (a)	210,437	431,915
Note payable to Ally Financial in monthly installments of \$1,722, including interest at 11.14%; matures January 2028. (b)	53,547	-
Note payable to JCB Finance in monthly installments of \$1,424 including interest at 7.5%; matures January 2030. (b)	72,005	-
Totals	\$ 785,989	\$ 881,915
Less: current maturities	255,969	221,478
LONG-TERM DEBT	<u>\$ 530,020</u>	<u>\$ 660,437</u>

(a) Secured by the assets of the Company.

(b) Secured by the specific equipment purchased therewith.

Maturities of long-term debt as of December 31, 2024, are as follows:

2025	\$ 255,969
2026	251,708
2027	243,743
2028	16,839
2028	16,313
Thereafter	1,417
TOTAL	<u>\$ 785,989</u>

Interest expense on long-term debt was \$46,293 and \$2,813 for the years ended December 31, 2024 and 2023.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

8) COMMITMENTS AND CONTINGENCIES

The Company has a \$250,000 line of credit with Pioneer Bank. Advances on this credit line are payable on demand and bear interest at the United State Prime Rate plus .5% (8% at December 31, 2024). As of December 31, 2024, there were no outstanding borrowings under this line.

The Company, as conditions for entering into certain construction contracts, purchased surety bonds. The bonds are guaranteed by accounts receivable of the Company. As of December 31, 2024, the remaining exposure on these bonds is approximately \$7,189,905.

The Company is contingently liable to a surety company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts of surety ship, guarantee, or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts.

9) ADVERTISING

Advertising expense was \$18,980 and \$2,093 for the years ended December 31, 2024 and 2023.

10) OPERATING LEASES

In accordance with ACS 842, Leases, the Company's leases with terms longer than twelve months are recorded on the balance sheet. The Company leases a facility under a non-cancellable operating lease with a term of three years. The lease liability is discounted to the present value of the lease payments using the applicable risk-free rate.

Future lease commitments as of December 31, 2024 are as follows:

	<u>Real Estate</u>
2025	\$ 36,781
2026	<u>34,331</u>
Totals	\$ 71,112
Discount to present value	<u>(2,989)</u>
 NET LEASE LIABILITY	 <u>\$ 68,123</u>
 Weighted average remaining lease term	 1.5 years
Weighted average discount rate	4.31%

Annual real estate lease expense totaled \$55,504 and 31,830 for the years ended December 31, 2024 and 2023.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

11) EMPLOYEES' PENSION, PROFIT SHARING AND RETIREMENT FUNDS

The Company contributes to a multi-employer defined benefit plan under the terms of a collective-bargaining agreement that covers its union-represented employees. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

- a) Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.
- b) If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- c) If the Company chooses to stop participating in some of its multi-employer plans, the Company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Company's participation in the plan for the annual periods ended December 31, 2024 and 2023 is outlined in the table below. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2024 and 2023 is for the plan's year-ends in 2023 and 2022 respectively. The zone status is based on information that the Company received from the plans and is certified by the plans' actuaries as one of the five categories based on, among other factors, the funded status of the plan. Plan zone categories are as follows:

(D) Critical and Declining Status (Deep Red Zone) - (1) the plan is in critical status and (2) the plan actuary projects the plan will become insolvent within the current year or within either the next 14 years or the next 19 years, as specified in law.

(C) Critical Status (Red Zone) – the plan is generally less than 65 percent funded.

(S) Seriously Endangered Status (Orange Zone) – (1) the plan is in endangered status and (2) the plan has a funding deficiency in the current year or is projected to have one in the next six years.

(E) Endangered Status (Yellow Zone) – the plan is generally less than 80 percent funded.

(N) Not Endangered or Critical Status (Green Zone) – the plan is at least 80 percent funded.

The "FIP/RP Status Pending/Implemented" row indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.

ECKERT MECHANICAL, LLC

NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

EMPLOYEES' PENSION, PROFIT SHARING AND RETIREMENT PLANS (Cont.)

	Collective bargaining agreement		
	Local 7	Local 158	Local 83
Collective bargaining agreement:			
Employer ID Number	91-2055384	14-0768455	23-7125961
Expiration date	4/30/2025	6/30/2024	5/31/2025
Pension fund information:			
Pension Protective Act zone status:			
2023	N-Green	N- Green	N- Green
2022	N-Green	N- Green	N- Green
FIP/RP Status pending / implemented	Yes	Yes	Yes
Contributions by the Company:			
2024	\$ 813,234	\$ 640	\$ 3,162
2023	1,014,364	-	-
2023	620,206	-	-
Surcharge imposed	No	No	No

There have been no significant changes that affect the comparability of the contributions for the years ended December 31, 2024 and 2023.

The Company has an Internal Revenue Service approved contributory profit-sharing plan covering substantially all of its nonunion employees. Contributions to the profit-sharing plan are at the discretion of the Board of Directors. The Company also contributes 4% of compensation to a 401(k) plan subject to Internal Revenue Service limitations. Total combined contributions to the plans were \$59,409 and \$24,995 for the years ended December 31, 2024 and 2023.

RESOLUTION NO. 317

AUTHORIZING AN AGREEMENT WITH MJG CONSTRUCTION GROUP, LLC REGARDING THE STEADMAN HOUSE RENOVATION PROJECT

Introduced: 9/8/25

By Public Safety Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with MJG Construction Group, LLC regarding the Steadman House Renovation Project in an amount not to exceed \$831,500 for a term commencing October 1, 2025 and ending September 30, 2026, and

WHEREAS, Through the Purchasing Agent, the Department received four bids and MJG Construction Group, LLC was deemed the lowest responsible bidder, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with MJG Construction Group, LLC, Ballston Spa, NY 12020 regarding the Steadman House Renovation Project in an amount not to exceed \$831,500 for a term commencing October 1, 2025 and ending September 30, 2026, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28
Those opposed – 0
Resolution was adopted – 2/13/23*

Contract #: 2026-0159

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 01/30/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Condor Fire Sprinkler Co., LLC

Estimated Amount: \$114,425

Scope of Services: 2025-162 Fire Sprinkler Construction segment of the Stedman House Interior Renovation Project

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

January 29, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

General Services is requesting authorization for a contract with Condor Fire Sprinkler Co LLC for the Fire Sprinkler Construction segment of the Stedman House Interior Renovation Project. The not to exceed cost of \$114,425 includes their base bid of \$99,500 plus a 15% contingency allowance of \$14,925.

This project will renovate the interior areas of the Stedman House and provide dedicated office space for the Albany County District Attorney.

Costs of this project will be covered by bond HHX0 Res. No. 10 of 2023.

The projected term of this contract is April 1, 2026 through March 31, 2028.

Additional construction components of this project have been individually submitted for contract authorization.

This proposed project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c) subdivision (1)(31). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance with SEQR beyond this determination is required at this time.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina

Commissioner

DML:tas

Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: January 29, 2026

Re: RFB 2025-162 Stedman House Interior Renovation Project

I have reviewed the bids received for RFB 2025-162 Stedman House Interior Renovation Project. As the lowest of the responsive bidders, I recommend awarding the associated contracts as follows;

1. General Construction Services - VMJR Companies LLC with a base bid of \$1,382,000 and a 15% contingency allowance of \$207,300 for a not to exceed total of \$1,589,300.
2. Electrical Construction Services - Empire Electric NY LLC with a base bid of \$483,000, a 15% contingency allowance of \$72,450 and a security access control system allowance of \$22,000 for a not to exceed total of \$577,450.
3. Mechanical Construction Services - DiGesare Mechanical Inc with a base bid of \$409,000 and a 15% contingency allowance of \$61,350 for a not to exceed total of \$470,350.
4. Plumbing Construction Services - Eckert Mechanical LLC with a base bid of \$103,235 and a 15% contingency allowance of \$15,485 for a not to exceed total of \$118,720.
5. Fire Sprinkler Construction Services - Condor Fire Sprinkler Co LLC with a base bid of \$99,500 and a 15% contingency allowance of \$14,925 for a not to exceed total of \$114,425.

All necessary Legislative and CAB authorizations will be obtained.

The projected term will be April 1, 2026 through March 31, 2028

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 29, 2026

RE: RFB # 2025-162– FSC; Stedman House Interior Renovation Project

I am in receipt of your recommendation to award the aforementioned to Condor Fire Sprinkler Co., LLC in the amount of \$ 114,425.00, which includes Contingency Allowances as noted.

As Condor Fire Sprinkler Co., LLC, 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.

RFB# 2025-162					
Stedman House Interior Renovation Project					
Tuesday, January 13, 2026					
<u>Fire Sprinkler Contractor</u>					
Vendor:	Condor Fire				
LUMP SUM BASE BID:	\$99,500.00				
15% CONTINGENCY ALLOWANCE:	\$14,925.00				
TOTAL BID: (Base Bid + 15% Contingency Allowance)	\$114,425.00				

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Stedman House Renovation Project**
Bid Number: **2025-162-FSC**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
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	Date	Number
12/9/25	1	1/8/2026	8
12/10/25	2		
12/12/25	3		
12/22/25	4		
12/26/25	5		
12/31/25	6		
1/6/2026	7		

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

- 7. Communication concerning this Bid shall be addressed to:

Condor Fire Sprinkler Co., LLC / Attn: Thomas Holmes /Vice President

3434 Carman Road

Schenectady, NY 12303

Phone: 518-356-2224

- 8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Stedman House Interior Renovation Project**
 Bid Number: **2025-162-FSC**

Conditions:

- 1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.**
- 2. Base Bid work shall carry a 15% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.**

LUMP SUM BASE BID: \$ 99,500.00 (a)

15 % CONTINGENCY ALLOWANCE: \$ 14,925.00 (b)

TOTAL BASE BID (a) + (b) : \$ 114,425.00
(Base Bid + 15% Contingency Allowance)

COMPANY: Condor Fire Sprinkler Co., LLC

ADDRESS: 3434 Carman Road

CITY, STATE, ZIP: Schenectady, NY 12303

TEL. NO.: 518-688-0809

FAX NO.: 518-356-5529

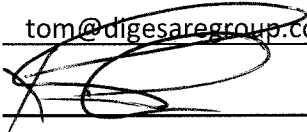
FEDERAL TAX ID NO.: 01-0656498

***CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)***

24-635DU-CR

REPRESENTATIVE: Thomas Holmes

E-MAIL: tom@digesaregroup.com

SIGNATURE AND TITLE  Vice President

DATE 1/5/2026

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

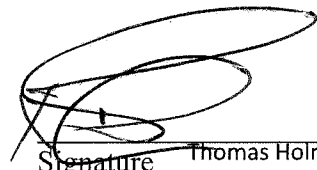
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature Thomas Holmes

Vice President

Title

1/5/2026

Date

Condor Fire Sprinkler Co., 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 _____

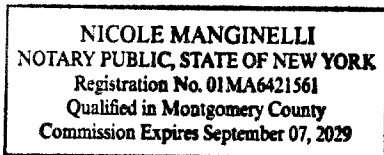
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Albany) SS.:

On this 5th day of January, 20026, before me personally appeared Thomas Holmes to me known, who, being by me sworn, did say that he resides at (give address) Amsterdam, NY; that he is the (give title) Vice President of the (name of corporation) Condor Fire Sprinkler Co., 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.



Phil Manginelli
Notary Public, State of New York

Qualified in Montgomery County

Commission Expires 9/7/2029

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 Condor Fire Sprinkler Co., LLC	3. IDENTIFICATION NUMBERS a) FEIN # 01-0656498 b) DUNS # 12-9682394	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) https://www.digesaregroup.com/fire-protection	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 3434 Carman Road Schenectady, Ny 12303	7. TELEPHONE NUMBER 518-688-0809	8. FAX NUMBER 518-356-5529
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Kristine Ruggaber Title Project Assistant Telephone Number 518-356-2224 Ext. 117 Fax Number 518-356-5529 e-mail Kristine@digesaregroup.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME David DiGesare	TITLE President	b) NAME Thoms Holmes TITLE Vice President
c) NAME Michael DiGesare	TITLE Treasurer/Secretary	d) NAME TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No		

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN # 01-0656498

CERTIFICATION:

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.

Title Vice President

NICOLE MANGINELLI
NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01MA6421561
 Qualified in Montgomery County
 Commission Expires September 07, 2029

Date _____

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature Thomas Holmes

Vice President
Title

1/5/2026
Date

Condor Fire Sprinkler Co., LLC
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Condor Fire Sprinkler Co., LLC

Address: 3434 Carman Road
Schenectady, NY 12303

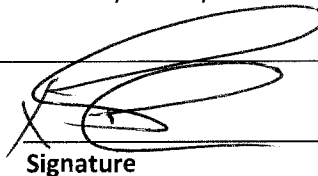
Phone Number(s): 518-388-0809

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

N/A

Description of where the work is to be performed within Albany County facilities:

N/A



Signature

Thomas Holmes

Printed Name

Vice President

Title

1/5/2025

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 23 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See attachment A

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See attachment B

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety - Gallagher 30 Century Hill Drive, Suite 200, Latham, NY 12110 / Jaymie Columbus 518-391-2219

Capital Bank & Trust, Albany, NY Kevin Harrigan 518-433-5830

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Will be provided upon low bid.

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Condor Fire Sprinkler Co., LLC
Correct Name of Bidder

(a) The business is a: Fire Protection Contractor

(b) The address of principal place of business is: 3434 Carman Road, Schenectady, NY 12303

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

David DiGesare - President

Michael DiGesare - Treasurer / Secretary

Thomas Holmes - Vice President

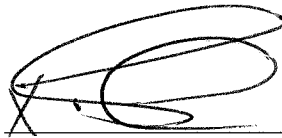
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Condor Fire Sprinkler Co., LLC

Firm

Dated: 1/5/2026

By  _____

Thomas Holmes / Vice President
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Stedman House Renovation Project
 Bid Number 2025-162-FSC

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: Conder Fire Sprinkler

By: 
(Signature)

Thomas Holmes

(Typed)

Title: Vice President

Date: 1/5/2026

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
 2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
 3. Be responsible for entering into all necessary contractual agreements.
 4. Arrange for and supervise contract performance.
 5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
 6. Provide bonding, insurance and collateral as required for surety in contract performance.
 7. Authorize payrolls, payments and reports as required for routine compliance.
- The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.*

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner Regeneron		Award Date 7/20/20	Amount \$981,032.00	Date Completed 10/1/22
	Contact Person BBL Construction	Telephone No. 518-452-8200	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
2.	Agency/Owner Albany Housing Authority – IDA Yarbrough Towers		Award Date 3/16/21	Amount \$1,102,225.00	Date Completed 1/31/24
	Contact Person Home Leasing – Austin Zauner	Telephone No. 585-262-6210	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
3.	Agency/Owner Vireo Health Expansion		Award Date 7/6/22	Amount \$649,600.00	Date Completed 4/30/2024
	Contact Person Cliff Bedar	Telephone No. 312-464-1788	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
4.	Agency/Owner NYS OGS Elmira Psych Center		Award Date 9/3/21	Amount \$615,949.00	Date Completed 6/28/23
	Contact Person Valent Lata (EIC)	Telephone No. 607-734-0592	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
5.	Agency/Owner Colgate University Olin Hall Renovations		Award Date 4/7/22	Amount \$670,841.00	Date Completed 12/31/24
	Contact Person LeChase Construction / Nick Optis	Telephone No. 585-478-6124	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner Albany HS Ph 1, 2 & 3 Additions and Renovations		Award Date Various	Amount \$1,585,961.00	Date Completed 3/30/2023
	Contact Person Turner Construction	Telephone No. 518-432-0277	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
7.	Agency/Owner Mohawk Valley Health System – Tower Building		Award Date 10/15/2020	Amount \$973,151.00	Date Completed 12/31/23
	Contact Person Gilbane – Monica Miller	Telephone No. 518-472-4801	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
8.	Agency/Owner 1415 Washington Ave Dorms		Award Date 10/21/22	Amount \$1,558,000.00	Date Completed 9/30/24
	Contact Person Jersen Construction	Telephone No. 518-233-0600	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
9.	Agency/Owner NYS OGS Salt Point Troop K		Award Date 8/22/20	Amount \$1,547,742.00	Date Completed 7/26/21
	Contact Person Chris Petri (EIC)	Telephone No. 845-765-7125	Designer Architect and /or Design Engineer		
	Contract No. 45147C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
10.	Agency/Owner North Greenbush Wynatskill Fire Department		Award Date 1/11/24	Amount \$100,000.00	Date Completed 8/30/24
	Contact Person DiGesare Mechanical/ Thomas Holmes	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner NYS OGS Elmira PC Provide Security Ceilings	Telephone No. 607-734-0592	Designer Architect and /or Design Engineer	Award Date 3/8/22	Completion Date 5/1/25
	Contact Person Valent Lata (EIC)				
	Contract No. 45951N	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$347,792.00	Amount Sublet to others \$0.00	Uncompleted Amount \$71,825.00
2.	Agency/Owner DASNY/ CNY Psych Center Building 108 Addition	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer	Award Date 3/28/24	Completion Date 7/31/25
	Contact Person DiGesare Mechanical/ Thomas Holmes				
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$235,900.00	Amount Sublet to others \$0.00	Uncompleted Amount \$8,000.00
3.	Agency/Owner DASNY/ SUNY New Paltz Bliss Hall	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer	Award Date 4/10/24	Completion Date 8/30/25
	Contact Person DiGesare Mechanical/ Thomas Holmes				
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$139,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$80,800.00
4.	Agency/Owner NYS OGS Sheridan Hollow Parking Facility	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer	Award Date 8/22/23	Completion Date 10/29/25
	Contact Person Thomas Holmes				
	Contract No. 46095P	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$1,109,005.00	Amount Sublet to others \$0.00	Uncompleted Amount \$463,570.00

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Colonie Pure Waters Operational Facility	Contact Person Daniel Tenney	Telephone No. 857-415-3899	Designer Architect and /or Design Engineer	Award Date 8/31/23	Completion Date 6/30/25
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$110,700.00	Amount Sublet to others \$0.00	Uncompleted Amount \$56,855.00	
6.	Agency/Owner Town of Milton Highway Garage Ph 2	Contact Person Delaware Engineering/ Karla Nunamann	Telephone No. 518-452-1290	Designer Architect and /or Design Engineer	Award Date 6/6/24	Completion Date 12/31/25
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$214,935.00	Amount Sublet to others \$0.00	Uncompleted Amount \$208,450.00	
7.	Agency/Owner Oneida County Office Building 7 th Floor	Contact Person Laura Cicigline	Telephone No. 315-793-6232	Designer Architect and /or Design Engineer	Award Date 1/15/24	Completion Date 6/30/25
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$161,300.00	Amount Sublet to others \$0.00	Uncompleted Amount \$1,350.00	
8.	Agency/Owner SUCF/ Former Albany HS Ph VI North Wing	Contact Person AOW Associates/ Peter Oliver	Telephone No. 518-512-5484	Designer Architect and /or Design Engineer	Award Date 10/2/24	Completion Date 12/31/25
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount \$628,300.00	Amount Sublet to others \$0.00	Uncompleted Amount \$604,800.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Condor Fire Sprinkler Co., LLC

NYS Vendor ID: 1000005187

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner NYS OGS GNARESP Concrete Repairs			Award Date 3/27/24	Completion Date 1/30/26
	Contact Person Thomas Holmes	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer		
	Contract No. 47209P	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$396,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$190,400.00
10.	Agency/Owner Washington County Fort Ann DPW Facility			Award Date 3/27/24	Completion Date 9/30/25
	Contact Person Thomas Holmes	Telephone No. 518-356-2224	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$149,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$144,500.00

Grand Total All Uncompleted Contracts \$1,830,550.00



UA Sprinkler Fitters Local 669
Joint Apprenticeship and Training Committee

7050 OAKLAND MILLS ROAD • SUITE 100 • COLUMBIA, MARYLAND 21046
Telephone: (410) 312-5202 • Toll Free: (800) 638-0592 • Fax: (410) 309-1609

Charles W. Ketner
Executive Director of
Education & Training

September 30, 2025

Re: **Condor Fire Spr. Co., LLC**
3434 Carman Road
Schenectady, NY 12303

To Whom It May Concern,

This letter serves as verification that **Condor Fire Spr. Co., LLC** are a contractor in good standing with UA Sprinkler Fitters Local 669 Joint Apprenticeship and Training Committee (JATC) in accordance with its Apprenticeship Standards. **Condor Fire Spr. Co., LLC** has maintained good standing for the month of August 2025.

Furthermore, this letter confirms that **Condor Fire Spr. Co., LLC** are an approved contractor with the U.S. Department of Labor and the New York State Department of Labor.

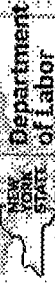
Should you require additional information, please contact our office at contactus@jatc.org.

Thank you,

Charles W. Ketner
Executive Director of
Education and Training

cc: Contractor File
CWK:lr

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Condor Fire Sprinkler Co., LLC

3434 Carman Road

Schenectady, New York 12303

Phone Number: 5186880809

Registration Number: 24-635DU-CR

Date of Issue: 2024-12-03

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Roberta Reardon

Commissioner

New York State Department of
Labor



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Condor Fire Sprinkler Co., LLC
3434 Carman Road
Schenectady, New York 12303

SURETY:*(Name, legal status and principal place of business)*

Western Surety Company
c/o CNA Surety, 151 N. Franklin St.
Chicago, Illinois 60606

OWNER:*(Name, legal status and address)*

Albany County Department of General Services
112 State Street
Albany, New York 12207

BOND AMOUNT: Five Percent of the Attached Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Stedman House Interior Renovation Project, Project No. 2025-162, Fire Protection*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of January, 2026

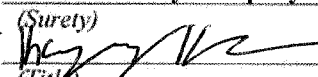

(Witness)


(Witness) Sophia Smith

Condor Fire Sprinkler Co., LLC

(Principal)  (Seal)

(Title) Thomas Holmes, Vice President
Western Surety Company

(Surety)  (Seal)

(Title) Kayley Klinkel, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

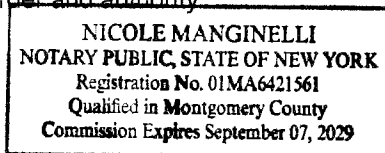
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

On this 2nd day of January, 2026, before me personally appeared Thomas Holmes to me known, who, being by me first duly sworn, did depose and say that he/she resides in Amsterdam, New York; that he/she is the Vice President of Condor Fire Sprinkler Co., LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.



Nicole Manginelli
Notary Public

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Yendrica Nunez Espinal Notary Public of Albany County, in the State of New York do hereby certify that Kayley Klinkel Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 2nd day of January, A.D. 2026.

Yendrica Nunez Espinal
Notary Public, State of New York
Qualified in Albany County
No. 01NU0044164
Commission Expires 11/26/2029

[Signature]
Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	<u>\$ 2,175,361,957</u>

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	<u>\$ 692,885,257</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	<u>1,191,580,505</u>
Surplus as regards policyholders	<u>\$ 1,482,476,700</u>
Total Liabilities and Capital	<u>\$ 2,175,361,957</u>

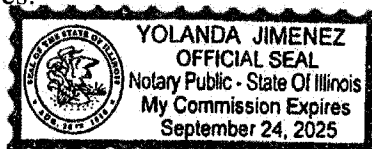
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Grasso, Charles C Leach, Jaymie Patricia Columbus, Kimberly Ritchie, Kayley Klinkel, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of May, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of May, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of January, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

RESOLUTION NO. 317

AUTHORIZING AN AGREEMENT WITH MJG CONSTRUCTION GROUP, LLC REGARDING THE STEADMAN HOUSE RENOVATION PROJECT

Introduced: 9/8/25

By Public Safety Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with MJG Construction Group, LLC regarding the Steadman House Renovation Project in an amount not to exceed \$831,500 for a term commencing October 1, 2025 and ending September 30, 2026, and

WHEREAS, Through the Purchasing Agent, the Department received four bids and MJG Construction Group, LLC was deemed the lowest responsible bidder, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with MJG Construction Group, LLC, Ballston Spa, NY 12020 regarding the Steadman House Renovation Project in an amount not to exceed \$831,500 for a term commencing October 1, 2025 and ending September 30, 2026, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28
Those opposed – 0
Resolution was adopted – 2/13/23*

Contract #: 2026-0160

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: General Services A1610

Date Submitted: 01/30/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Alpine Environmental Services, Inc.

Estimated Amount: 48,279

Scope of Services: Shaker Tower 2-4 Removal Project Asbestos Monitoring

Budget Line Item: CAPIT HHX0

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

January 30, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

General Services is requesting authorization for a contract with Alpine Environmental Services for asbestos monitoring for the Shaker Place Tower Floors 2-4 Removal Project. The not to exceed cost of this contract is \$48,279.

Costs of this project will be covered by bond HHX0 Res. No. 10 of 2023.

The projected term of this contract is March 1, 2026 through February 28, 2027.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: January 30, 2026

Re: RFQ: Shaker Tower 2-4 Removal Project
Hazardous Material Abatement Air Sampling & Project Monitoring Services

I have reviewed the quotes received for RFQ: Shaker Tower 2-4 Removal Project, Hazardous Material Abatement Air Sampling & Project Monitoring Services. As the lowest of the three obtained quotes, I recommend awarding the contract to Alpine Environmental Services for a note to exceed total of \$48,279.00.

The projected term will be March 1, 2026 through February 28, 2027

If you need any further information or have any questions, please feel free to contact me.

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 2, 2026

RE: RFQ#Shaker Tower 2-4 Removal Project
Hazardous Material Abatement Air Sampling & Project Monitoring Services

I am in receipt of your recommendation to Alpine Environmental Services in the amount of \$48,279.00.

As Alpine Environmental Services was the lowest quote received, I have no objection to your contract request.

Please obtain the necessary contract approval of the Albany County Contract Administration Board so that we may issue a Notice of Award.



REVISED ASBESTOS MONITORING PROPOSAL FOR SHAKER TOWER 2-4 REMOVAL PROJECT 12/30/2025

#100 Heritage Lane, Albany, New York 12211

**Attn: Michael Martin PE – ACFE Office 112 State Street,
Suite 1310, Albany, New York 12207**

Proposal prepared by Alpine Environmental Services, Inc. –
438 New Karner Road, Albany, New York 12205
Michael Balzano 518-605-2955 michaelb@alpineenv.com

MONITORING BID FORM
REVISED 12/29/2025
SHAKER TOWER 2-4 REMOVAL PROJECT
#100 HERITAGE LANE, ALBANY, NEW YORK 12211

Bidder Name: Alpine Env. Services Inc.
Bidder Address: 438 New Komer Rd
Albany, New York 12205
Bidder Contact: Michael Balzano
Bidder Phone: 518-605-2955

LABOR:

A) Full Daily Rate (8hrs) for Asbestos Monitoring:	QTY (shifts) <u>85</u>	RATE <u>\$ 420.00</u>	COST <u>\$ 35,700.00</u>
Half Daily Rate (4hrs) for Asbestos Monitoring:	QTY (shifts) <u>15</u>	RATE <u>\$ 350.00</u>	COST <u>\$ 5,250.00</u>

The full or daily rate shall be for 8 or 4 hours onsite Monday through Friday, up to (12) PCM Samples for full and half day rates for the performance of services identified in this RFQ along with all referenced documents for the asbestos abatement. Quantities indicated are for budget purposes only and actual charges shall be accrued in accordance with the work required to complete the project. Only one monitor shall be billed for work on any given day regardless of whether work involves project monitoring, air monitoring or both. The daily rate shall include all equipment costs and travel costs including time and mileage to travel to the site. The daily rate shall additionally include all management and administrative costs.

B) Weekend/Overtime Daily (over 8 hrs. shift) Rate for Asbestos Monitoring:

❖	QTY (hours) <u>85</u>	RATE <u>\$ 60.00</u>	COST <u>\$ 5,100.00</u>
❖			

The weekend/overtime daily rate shall be for 8 hours onsite Saturdays, Sundays, and for shifts in addition to the standard forty (40) hour work week. The weekend/overtime daily rate includes the performance of services identified in this RFQ along with all referenced documents for the asbestos abatement. Quantities indicated are for budget purposes only and actual charges shall be accrued in accordance with the work required to complete the project. Only one monitor shall be billed for work on any given day regardless of whether work involves project monitoring, air monitoring or both. The daily rate shall include all equipment costs and travel costs including time and mileage to travel to the site. The daily rate shall additionally include all management and administrative costs.

Overtime rate (If Authorized) 60.00 (not to be included in Base Bid summation below)

ANALYSIS:

C) PCM Analysis (48 Hours turnaround):	QTY <u>250</u>	RATE <u>7.50</u>	COST <u>1,875.00</u>
❖			
D) PCM Analysis (RUSH Monday-Friday):	<u>12</u>	<u>9.50</u>	<u>114.00</u>

(Work area clearance or under authorization)

E) PCM Analysis (RUSH Weekend)

(Work area clearance or under authorization)

8

30.00

240.00

TOTAL BASE BID SUMMATION (Sum of Costs A+B+C+D+E): \$ 48,279.00



TEM Analysis (48 Hours turnaround)

(Work area clearance or under authorization)

QTY

RATE

COST

175.00

24 HR TAT

Submitted By: _____

(Signature of Authorized Agent)

Date: _____

12/30/25

Printed Name/Title: _____

Michael B. Bruno Field Operations

ATTACHMENTS; SEE ATTACHED LINK

Project Manual: Dated September 2025; **RFB#2025-112 Shaker Tower Floors 2-4 Removal**

Plan Drawings: **8/8/2025 Bid Set; Shaker Tower Floors 2-4 Removals**

Asbestos Abatement and Demo Submittal (for reference): **MJ's Contracting Services Project Abatement Submittals**

Project Schedule (tentative): **Shaker Place GC Project Schedule**

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28
Those opposed – 0
Resolution was adopted – 2/13/23*