Contract #: 2026-0394

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Sheriff's Office A3110

Date Submitted:

Contact Person: [Tina Harris],[Dennis Wood]

Contact Phone: 518-487-5435,518-655-7848

Vendor Info: Zoll Data Systems

Estimated Amount: 35,748.00

Scope of Services: EMS Billing Software

Budget Line Item: A93110.44046

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: Dennis M. Wood, Commander
Sheriff's Office

FROM: Pamela O Neill
Purchasing Agent

DATE: March 13, 2026

RE: RFP#2026-009 EMS Billing Software

I am in receipt of your recommendation to award the aforementioned to Zoll EMS Billing in the amount of $35,748.00

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 Zoll EMS Billing.

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

Schedule A

1. RFB 2026-009
2. 2/26/2026

ZOLL Billing

Request for Proposals – EMS Billing Software

RFP #2026-009

Prepared for Albany County Sheriff's Office

February 27, 2026

ZOLL® | DATA SYSTEMS

Cover Letter

ZOLL
DATA SYSTEMS

11802 Ridge Parkway
Suite 400
Broomfield, Colorado 80021-5059

303-801-0000 (Main)
303-801-0001 (Fax)
www.zoll.com

Pamela O'Neill,
Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street,
Room 820
Albany, New York 12207

Re: RFP #2026-009 – EMS Billing Software

Dear Ms. O'Neill and Members of the Evaluation Committee,

On behalf of ZOLL Data Systems, Inc. (ZOLL), we are pleased to submit this proposal in response to the Albany County Sheriff's Office Request for Proposals #2026-009 for EMS Billing Software. ZOLL Data Systems is a recognized leader in EMS billing technology with over 30 years of experience serving emergency services organizations across North America, and we are confident that ZOLL Billing is the right solution for Albany County.

ZOLL Billing offers a comprehensive all-inclusive SaaS solution designed specifically for ambulance billing requirements. ZOLL Billing includes:

- Clearinghouse fees for unlimited and automated claim submission and remittance processing
- Complete patient statement services, including printing and postage
- Built-in AR optimization tools (Demographic Verification, Insurance Discovery, Insurance Verification/Eligibility, Self-Pay Analyzer, and Deductible Monitoring)
- NEMSIS integration with emsCharts
- Unlimited concurrent users

Our proposal demonstrates ZOLL's ability to deliver a comprehensive, cloud-based EMS billing platform purpose-built for ambulance services — automating complex workflows, improving clean claim rates, accelerating payment cycles, and ensuring rigorous compliance with payer requirements. We offer proven implementation expertise, dedicated support, and a long-term partnership model designed to maximize revenue recovery for your agency.

Please note that this proposal is submitted for purposes of proposal responsiveness only. The execution of any final agreement will be subject to negotiation and mutual written agreement between ZOLL Data Systems, Inc. and Albany County on all contract terms and conditions. ZOLL welcomes the opportunity to collaborate with Albany County to reach mutually agreeable contract terms.

We appreciate the opportunity to respond to this RFP and look forward to the possibility of partnering with Albany County Sheriff's Office. Should you have any questions regarding our proposal or if you would like a demonstration, please do not hesitate to contact Scott Bowman at 351-500-4849 or scott.bowman@zoll.com.

Respectfully submitted,

Scott Bowman

Scott Bowman
Account Manager, EMS
351-500-4849
scott.bowman@zoll.com

SECTION I: Title Page and Table of Contents

Title Page

Request for Proposals – EMS Billing Software RFP #2026-009 | Albany County Sheriff's Office

Proposer: ZOLL Data Systems, Inc.

Address: 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021

Contact Person: Scott Bowman

Contact Phone: 351-500-4849

Contact Email: scott.bowman@zoll.com

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SECTION II: Qualification / Experience and Resumes

Qualifications/ Experience

ZOLL Data Systems, Inc. is a leader in emergency services technology with roots dating back to 1993, originally founded as Pinpoint Technologies. The company merged with ZOLL Medical Corporation in 1999 and was rebranded as ZOLL Data Systems in 2004. With over 30 years of experience exclusively serving the EMS industry, ZOLL has established itself as a trusted partner for agencies of all sizes across North America.

ZOLL Data Systems is a subsidiary of ZOLL Medical Corporation, which is in turn a wholly-owned subsidiary of Asahi Kasei Corporation, a publicly traded company, providing the financial stability and long-term resources needed to support ongoing innovation and customer success.

ZOLL is qualified to do business in the State of New York and will execute any required New York State vendor registration documentation upon award. ZOLL Billing is a cloud-based SaaS solution designed specifically for ambulance services billing, and ZOLL has successfully implemented its platform for hundreds of EMS agencies nationwide.

Scope of Services

Please see the following qualifications regarding your Scope of Services included in the RFP.

- **Patient statements – cost should include the mailing of at least three patient statements per claim.**

  Yes, the cost of three patient statements per trip through our current statement vendor is included in the use of ZOLL Billing. This includes the cost of printing and postage. Patient statements are automatically sent to the included patient statement vendor and no user intervention is required.

- **Insurance discovery – software should have integrated insurance discovery tools built-in that can be utilized an unlimited number of times, at claim-level, at no additional cost, and without leaving the software.**

  ZOLL AR Boost is included in ZOLL Billing. The AR Boost tools include Insurance Discovery, Demographic Verification, and Insurance Verification/Eligibility. AR Boost performs real-time insurance discovery to identify overlooked coverage. This helps ensure billers find the right patient information during the pre-billing process to identify all revenue sources and accelerate claims processing. The AR Boost tools can be run for every claim as many times as needed at no additional cost.

- **Insurance eligibility – software should have integrated insurance eligibility tools built-in that can be utilized an unlimited number of times, at claim-level, at no additional cost, and without leaving the software.**

  ZOLL AR Boost is included in ZOLL Billing. Real-time insurance eligibility/verification helps ensure the claims go to the right payor the first time. The AR Boost tools can be run for every claim as many times as needed at no additional cost.

- **emsCharts integration – software should be able to accept charts from emsCharts via web service at no additional cost.**

  Our ZOLL Billing platform integrates seamlessly with ZOLL emsCharts, the industry's leading electronic patient care reporting (ePCR) system, enabling efficient data transfer and automated claim processing.

- **Chart/claim reconciliation – software should be able to, via a single built-in report, reconcile charts and claims to ensure all expected charts were imported and a claim was properly generated for all such charts.**

  ZOLL Billing has an existing reconciliation report which allows the user to ensure expected charts were imported and a claim was generated. In addition, once a claim is generated, the history of a claim is recorded in several ways, and most users enjoy the Billing Lifecycle visualization of a claim's life by payer. (See screenshot below) There is also a direct connection to the included clearinghouse that allows you to see submissions, rejections, denials, and payments as well as a Submission History that will show you a table of submissions to the clearinghouse, facility, or patient.

Coordination of benefits | Billing lifecycle | Submission history | Audit trail | Notes | Attachments

Date	Rose Medical (Primary)	Patient
08/02/2021 7:49 PM		Incomplete
08/02/2021 7:52 PM	Incomplete	
08/02/2021 7:53 PM	Queued for submission	
08/02/2021 7:54 PM	Submitted	
08/02/2021 7:55 PM	Credit posted	
08/02/2021 7:55 PM	Closed	

- **Address scrubbing – software should be able to scrub all patient mailing addresses as well as trip origin and destination addresses for USPS matching.**

  Yes, our AR Boost tools are included and built into the billing workflow. This includes Demographic Verifier to ensure patient details are complete and accurate.

- **Dashboard – software should have a user dashboard which displays all needed information for each user's workflow to include claims assigned to the individual user and statuses of all claims (both submitted and to-be submitted) such as those needing follow-up for not having been adjudicated and denials.**

  Yes, ZOLL Billing includes a dashboard which offers a wide range of features and functionalities. It allows claims to be organized and viewed by status and reason lists and by claim assignments to users and system categories. It also allows you to create or enter workflows and view claims that need your attention. ZOLL Billing supports customizable alerts, known as tags, and also timely filing alerts and days at payer alerts. In addition, ZOLL Billing includes an analytics tool, Insights based on Birst technology, which will allow the County to create custom dashboards and custom reporting.

- **Reporting – built-in reporting options to include canned reports as well the ability to build reporting "dashboards" which will display reporting data in real-time.**

  Yes, custom reports and dashboards can be created with the integrated Insights module within ZOLL Billing. ZOLL Billing has integrated with Birst to provide business intelligence dashboards that allow you to drill into your data and help make informed decisions. In addition, ZOLL Billing has canned reports for each accounting period that will help any finance team balance and record the charges, payments, adjustments, and forwarding balance. There are approximately 38 canned reports in the system that will help you manage accounts receivable and claims.

- **Awarded proposer shall provide training and implementation of software.**

  Yes. Our training and implementation approach follows a structured, proven methodology that ensures thorough configuration of ZOLL Billing to meet the County's specific needs.

- **All software that is provide as a result of this award shall be in compliance with Albany County's Technology Addendum. See Attached.**

  ZOLL Billing is a cloud-based SaaS solution hosted on AWS with 99.7% uptime SLA, monthly maintenance windows with no expected downtime, HIPAA-compliant data encryption in transit and at rest, and role-based access controls. Please see **Exhibit A—Exceptions** for any exceptions to the Technology Addendum terms.

[1]Resumes

Brandon Biggs: Senior Project Manager

About Me:

I started with ZOLL Data Systems in September of 2021 after managing and implementing projects of various size for a large corporation in the banking software industry for 6 years. I'm happy to come home to healthcare and emergency medicine where my heart and passion lies. I am intimately familiar with EMS as a practicing EMT for the last 11 years and managing a small 911 volunteer agency in rural Nebraska for the last 4 years. I look forward to working with your team to implement ZOLL's industry leading software for your agency that across time has been proven to improve operational efficiencies.

Brandon Biggs
Sr. Project Manager, Customer Implementation
Email: bbiggs@zoll.com
Phone: 402-380-6153

Education:
Business Administration, Information Technology
NECC
Emergency Medical Technician
SECC

Physical Location:
Omaha, NE (Central Time Zone)

Experience:
- 7 years managing software implementation projects.
- Successfully managed and implemented over 200 software projects.
- Nebraska EMT Certified (2012 – current)
- Project Management Professional (PMP)

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Lindsey Kelley: Sr. Manager Customer Implementation

About Me:

I have been with the ZOLL organization, serving in a variety of roles, since 2004. My passion has always been to serve as a customer advocate, ensuring the best customer journey experience possible. I look forward to working with you to see your project through to success!

Lindsey Kelley
Sr. Manager Customer Implementation
Email: lkelley@zoll.com
Phone: 303-225-1421

Education:
MA, English – Professional Writing
Slippery Rock University
BA, Biology
Slippery Rock University

Physical Location:
Pittsburgh, PA (Eastern Time Zone)

Experience:
- 10+ years managing software implementation projects
- Managed over 50 software implementation projects
- EMT Certified (2005 – 2015)

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1

[1] Team assignments are dependent on project load and team availability and are subject to change.

SECTION III: References

Reference 1: Community Ambulance Service, Zanesville, OH

Contact: Brad Gibson Phone: (740) 454-6800 x 8869

Email: bgibson@genesishcs.org

Reference 2: Community Ambulance, CA

Contact: Brian Anderson, VP of Administration

Phone: (702) 438-9100 Email: banderson@communityambulance.com

Reference 3: Coastal Health Systems of Brevard, Inc. (FL)

Contact: Brooke Taylor, Chief Phone: (321) 633-7050

Email: brooket@coastalhealth.org

Each of these organizations has successfully implemented ZOLL Billing and can speak to the implementation process, training, billing efficiency improvements, and ongoing support quality. ZOLL is happy to facilitate introductions at the County's convenience.

SECTION IV: Plan Implementation

Overview

Your designated Project Manager[2], Brandon Biggs, will guide the County through the entire implementation process from project kickoff, through training and project go-live, and beyond. After implementation of ZOLL Billing is complete, Brandon will introduce you to our helpful team of Support representatives as well as your designated Senior Account Manager, who will help to ensure your continued success with ZOLL Billing.

ZOLL will use the following high-level approach:

- Conduct Kick-Off Call with the County
- Setup the County's ZOLL Online Account
- Setup Clearinghouse Account
- Setup/test NEMSIS Data Import
- Train on ZOLL Billing Software

ZOLL® Data Systems Customer Community

The ZOLL Data Systems Customer Community is an online resource where customers can access the support knowledge base, review technical documentation, watch troubleshooting videos, submit and view cases (trouble tickets), network with other users and ZOLL product experts, and submit and comment on ideas to help shape future enhancements to our solutions.

Customer support is available throughout implementation and beyond. Post go-live training is provided through the ZOLL Customer Community.

---

[2] Team assignments are dependent on project load and team availability and are subject to change.

Implementation and Training

ZOLL Data Systems will implement ZOLL Billing for Albany County Sheriff's Office through a structured, proven methodology refined over hundreds of deployments. A dedicated Senior Project Manager will guide the engagement from contract execution through go-live and transition to ongoing support.

Phase 1 – Initiation (Days 1–8): Contract execution and project kickoff call. ZOLL begins ZOLL Online account setup. Welcome documentation and implementation forms sent to Albany County. Clearinghouse (Waystar) enrollment initiated.

Phase 2 – Configuration (Days 8–40): ZOLL Billing account configured, including charge categories, payer rules, user roles, and customized workflows. emsCharts integration via web service configured at no additional cost. AR Boost tools (Insurance Discovery, Insurance Eligibility/Verification, Demographic Verifier) enabled within the platform.

Phase 3 – Admin Training (Day 40, Remote): System administrator training covering user account management, company profile setup, charge categories, payer setup, and diagnosis code configuration.

Phase 4 – Go-Live & Remote Training (Day 45): A ZOLL onboarding specialist provides two days of training covering claim creation, importing emsCharts data, dashboard use, patient demographics review, insurance lookup, and claim submission workflows.

Phase 5 – Reports & Payment Training (Days 55–70, Remote): Dedicated sessions covering reporting and dashboards (including the ~38 canned reports and Insights/Birst analytics), payment posting, denial management, and secondary claim processing.

Phase 6 – Monitoring & Transition (Days 70–75): ZOLL monitors system performance prior to formally transitioning Albany County to the Support team and assigned Account Manager.

Total estimated implementation timeline: approximately 75 days from contract execution.

All training is included in the one-time implementation fee. Post go-live training resources are available through the ZOLL Customer Community, an online portal offering a knowledge base, video tutorials, product documentation, and peer networking with other ZOLL users, as well as the ZOLL Billing Help Guide.

SECTION V: Cost Proposal

Proposal Form and Cost Proposal Form

Please see the following pages for the signed Proposal Form/Cost Proposal form.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: EMS Billing Software
RFP Number: 2026-009

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
02/19/2026	Addendum No. 1
02/19/2026	Addendum No. 2

   (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:

   Scott Bowman

   Account Manager, EMS

   scott.bowman@zoll.com

   Phone: 351-500-4849

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

This Proposal Form is submitted for purposes of proposal responsiveness only. By signing these attachments, ZOLL Data Systems, Inc. expressly reserves the right to negotiate, all terms and conditions set forth in the RFP, the Contract Documents, or any other solicitation documents. Final contract terms, pricing, and implementation schedules shall be subject to a mutually executed written agreement between ZOLL Data Systems, Inc. and Albany County. Please see Exhibit A-Exceptions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: EMS Billing Software
RFP Number: 2026-009

Submit a cost proposal as described in Section 4 Scope of Services.

COMPANY:	ZOLL Data Systems, Inc.
ADDRESS:	11802 Ridge Pkwy #400
CITY, STATE, ZIP:	Broomfield, CO 80021
TEL. NO.:	303-801-0000
FAX NO.:	303-801-0001
FEDERAL TAX ID NO.:	65-0461124
REPRESENTATIVE:	Pamela Thornton
E-MAIL:	PThornton@zoll.com
SIGNATURE AND TITLE	PCT
DATE	2/26/2026

Cost Proposal (Quote)

ZOLL DATA SYSTEMS

QUOTE Q-134951

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021-5059
(303) 801-0000 (main)
(800) 474-4489 (toll free)
www.zolldata.com

Customer Information

Company Name: Voorheesville Area Amb
Address: 21 Voorheesville Ave
Voorheesville, NY 12186

Bill To: Voorheesville Area Amb
PO Box 315
Voorheesville, NY 12186

Contact: Dennis Wood
Email: dennis.wood@albanycountyny.gov

Software, SaaS and Services

Initial Term: 60 months

Date: February 25, 2026
Offer Expiration: April 30, 2026
ZOLL Representative: Open - 26275 Open - 26275
open26275@zoll.com

SaaS

Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Monthly Fee
ZOBILL1	HL	**ZOLL Billing** Includes: Electronic Claims Processing, Eligibility, Clearinghouse submission, technical support. Includes up to 3 patient statements per Claim.	110	Claim	$5.35	20%	$4.28	*$470.80*

Professional Services

Item	Lic. Type	Description	Qty	Unit	List Price	Disc	Unit Price	Total
ZBIMPS	---	**ZOLL Billing Implementation Services (Excludes T&E)**	1	N/A	$7,500.00		$7,500.00	$7,500.00

PROFESSIONAL SERVICES FEES:	$7,500.00
MONTHLY FEES:	$470.80
TOTAL FEES FOR INITIAL TERM:	**$35,748.00**

1. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT TIME OF INVOICING.
2. ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
3. DELIVERY OF ADDITIONAL SOFTWARE LICENSES ARE TYPICALLY MADE WITHIN 48 HOURS FOLLOWING THE RECEIPT OF A SIGNED ORDER FORM.
4. FURTHER TERMS & CONDITIONS APPLY AND CAN BE FOUND AT https://www.zolldata.com/legal

Proprietary and confidential.

SECTION VI: Mandatory Documentation

The Non-Collusive Bidding Certificate (Attachment "A")

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

Group V.P., N. American EMS Sales
Title

2/26/2026
Date

ZOLL Data Systems, Inc.
Company Name

Acknowledgment by Proposer (Attachment "B")

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 Massachusetts)
COUNTY OF Middlesex) **SS.:**

On this 26th day of February, 2026, before me personally appeared Pamela Thornton to me known, who, being by me sworn, did say that she resides at (give address) 269 Mill Rd, Chelmsford, MA 01824; that she is the (give title) Group V.P., North America EMS Sales of the (name of corporation) ZOLL Data Systems, 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.

EMILY MARIE SULLIVAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 29, 2032

Emily Sullivan

Notary Public, State of Massachusetts

Qualified in Middlesex County

Commission Expires 10/29/2032

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 _____

Vendor Responsibility Questionnaire (Attachment "C")

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☑ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
ZOLL Data Systems, Inc.	a) FEIN # 65-0461124 b) DUNS #83-7356138
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) https://www.zolldata.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
11802 Ridge Parkway # 400 Broomfield, CO 80021	303-801-0000	303-801-0001
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
N/A		

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Scott Bowman

Title Account Manager, EMS

Telephone Number 351-500-4849

Fax Number

e-mail scott.bowman@zoll.com

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? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1]: a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☑ No

Former affiliate Golden Hour Data Systems, Inc. was subject to a consent order and $5,000 civil penalty dated 4/2/2024: E24_21.pdf.

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: Massachusetts
) ss:
County of: Middlesex

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.

ZOLL Data Systems, Inc.
Name of Business
11802 Ridge Pkwy # 400
Address
Broomfield, Co 80021
City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

Title

Sworn before me this 26th day of February, 2026
Emily Sullivan
Notary Public

EMILY MARIE SULLIVAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 29, 2032

Pamela Thornton
Printed Name

Signature

2/26/2026
Date

Iranian Energy Divestment Certification (Attachment "D")

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

Group V.P., N. American EMS Sales
Title

2/26/2026
Date

ZOLL Data Systems, Inc.
Company Name

Exhibit A - Exceptions

ZOLL Data Systems, Inc. (ZOLL) is offering a proposal with exceptions. The signed Proposal Form submitted by ZOLL does not indicate acceptance of the County's contract forms. ZOLL proposes a contract formed by ZOLL's order form, governed by the terms and conditions and applicable addenda located at www.zolldata.com/legal (the "Agreement"), plus terms and conditions to the extent required by applicable law due to the customer's status as a public entity. The following text is generally added to the ZOLL standard order and can be mutually agreed for New York law specifically:

Government Customers. Customer is a political subdivision of the U.S. state in which it is located (the "State"). To the extent expressly required by applicable State and local law ("State Law"), the following terms and conditions apply and control over any conflict with the other terms and conditions of the Agreement:

a. Governing Law. The Agreement will be governed by and interpreted in accordance with State Law without reference to its choice of law rules. Any action between the parties arising from or relating to the Agreement will be brought in a court located in the State with jurisdiction over Third Party. Each party consents to the personal jurisdiction of the state and federal courts located in the State, and the waiver of trial by jury does not apply.
b. Non-Appropriations. If Customer's payments are based upon the availability of public funding under its authority and, after making due efforts, if Customer fails to appropriate funds or make monies available for the subsequent fiscal year covered by the term of the Agreement, then Customer shall notify ZOLL prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without Customer's further liability for subsequent fiscal year payment.
c. Public Records Laws. If Customer is required to comply with State Law regarding public or open records, and if Customer receives a request for such records under State Law for documents containing Confidential Information and concludes that the documents are not otherwise exempt from public disclosure, then Customer will provide ZOLL notice of the request in a timely manner before releasing the documents in order to afford ZOLL sufficient time to review such documents and challenge the disclosure request in court at ZOLL's expense.
d. Indemnity and Defense. Customer's indemnification and defense obligations do not apply to the extent expressly prohibited by State Law.
e. Customer's Liability and Sovereign Immunity. Customer's liability is subject to any monetary limitations and defenses imposed by State Law, and nothing herein serves as a waiver of a party's sovereign immunity.
f. Verification of Employment Eligibility. ZOLL and each applicable subcontractor has registered with and will use the federal E-Verify system to verify the work authorization status of all newly hired employees in compliance with State Law, and the rights and remedies provided by State Law will apply to ZOLL's violation thereof.
g. Persons and Records. Customer and its authorized representatives will have the access to persons and records required under State Law.

While we have reviewed Albany County's RFP, we respectfully present our best-in-class solutions with our associated terms and request the opportunity to discuss specific terms during the selection process, should ZOLL be selected as a finalist. As an established industry leader servicing numerous emergency service organizations nationwide, we have developed standardized agreement terms that help to ensure regulatory compliance, data security, and service quality for all our clients.

Our contracting team is prepared to begin these discussions promptly upon selection and to work efficiently toward agreement.

The following represents a non-exhaustive list of specific RFP sections for which ZOLL objects and respectfully requests discussion. Additional items may be identified during the contract negotiation process.

SECTION 5: TERM OF CONTRACT.

5.1 is agreeable for a five-year initial term.

5.2 is requested for modification to accommodate the need for non-renewal notice from the County if the County does not wish to exercise renewal. For solutions like EMS charting, ZOLL's systems do not automatically terminate services without notice. Please notify ZOLL in advance of the planned end date to avoid monthly auto-renewal. ZOLL also accommodates the non-appropriations clause as listed above.

5.3 ZOLL's proposal includes our standard contracting practice (rather than the County's Consultant Professional Services Agreement), which is to contract under ZOLL's Master Software, SaaS and Services Agreement (MSA) and its addenda specific to the purchase type. Please see ***Exhibit B – Master Software, SaaS and Services Agreement and Addenda.***

SECTION 11: INDEMNIFICATION

ZOLL's indemnity offer is included in ***Exhibit B – Master Software, SaaS and Services Agreement and Addenda***. Please see Section 8 – Indemnity of the Master Software, SaaS and Services Agreement.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 (d) Professional Liability Insurance: A policy or policies with limits not less than $1,000,000 **each claim and annual aggregate.**

15.2 (a) The Certificate of Insurance shall name the County of Albany as certificate holder and, primary/non-contributory additional insured under the Commercial General Liability policy with respect to ongoing operations of Proposer under the agreement. **Proposal number must appear on insurance certificate.**

15.2 (b) Due to the number of requests received, ZOLL does not agree to endorse its insurance policies to provide notices to third parties. We agree under the terms and conditions to maintain insurance, failure to do so will put ZOLL in breach of contract.

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 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. Proposer will have the right to review any requested modifications to these requirements to confirm requested changes are commercially reasonable and commensurate with types and amounts typically carried by similar firms Proposer shall provide renewal certificates within 10 days of policy expiration. 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

ZOLL's liability offer is included in *Exhibit B – Master Software, SaaS and Services Agreement and Addenda.* Please see Section 10 – Limitation of Liability of the Master Software, SaaS and Services Agreement.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

ZOLL acknowledges that the contract will need to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). We have included ZOLL's Business Associate Addendum (BAA) in *Exhibit B – Master Software, SaaS and Services Agreement and Addenda.* The BAA sets forth the HIPAA-required terms for a more exact match to ZOLL's multi-client platforms.

SECTION 21: ANTIDISCRIMINATION CLAUSE

ZOLL acknowledges Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and complies with applicable State and Federal statutory and constitutional non-discrimination provisions.

SECTION 23: INTERPRETATION

ZOLL proposes an agreement formed of a ZOLL order form (with additions to the extent required by applicable law) and *Exhibit B – Master Software, SaaS and Services Agreement and Addenda.*

SECTION 24: NON-APPROPRIATIONS CLAUSE

ZOLL agrees to the principle of Non-Appropriations. Our exact standard terms proposed for the County as "Customer" is: "If Customer's payments are based upon the availability of public funding under its authority and, after making due efforts, if Customer fails to appropriate funds or make monies available for the subsequent fiscal year covered by the term of the Agreement, then Customer shall notify ZOLL prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without Customer's further liability for subsequent fiscal year payment."

SECTION 26: not in use

We believe that the County intended to delete Section 26 as N/A, since NYS Executive Order No. 38 was not renewed.

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

Albany County Technology Procurement – Contractor Administrative Terms & Conditions would not apply. ZOLL has robust security practices and accommodates annual customer security reviews as ZOLL confidential information. ZOLL will store Albany County (Authorized User) PHI inside the United States. The BAA included in Exhibit B would apply and includes a maximum notification timeframe for breach under the BAA at 15 business days.

Exhibit B – Master Software, SaaS and Services Agreement and Addenda

Master Software, SaaS and Services Agreement

This Master Software, SaaS and Services Agreement (together with any applicable addendum, this "**Agreement**") is entered into between ZOLL Data Systems, Inc. ("**ZOLL**") and Customer (as defined in any Order referencing this Agreement) as of the Effective Date of the first Order referencing this Agreement.

1. Services

ZOLL will provide on-premises software (including any code, program or module) ("**Software**"), software-as-a-service ("**SaaS**") or Professional Services or Maintenance Services ("**Services**") described in each fully executed order or statement of work (each, an "**Order**") issued under this Agreement. This Agreement will govern all Software, SaaS and Services provided to Customer during the term of this Agreement.

2. Term

The term of this Agreement ("**Term**") will be from the Effective Date until the expiration or termination of the last effective Order executed under this Agreement, unless terminated earlier for cause. Unless otherwise specified in an Order, each Order will automatically renew on a month-to-month basis following expiration of its Initial Term (as defined in such Order), unless terminated as set forth herein.

3. Termination

A. Termination for Convenience. A party may terminate any Order issued pursuant to this Agreement without cause with thirty (30) days' prior written notice to the other party.

B. Termination for Cause. A party may terminate any Order issued pursuant to this Agreement for cause if (I) the other party has breached any material term or condition of that Order or this Agreement and (II) such breach is not cured within thirty (30) days after written notice of breach to the breaching party.

C. Effects of Termination.

I. Early Termination Fee. If any Order is terminated by Customer without cause or by ZOLL for cause during its Initial Term, then Customer will immediately pay ZOLL an early termination fee equal to the total Fees payable by Customer during the Initial Term less the total Fees paid by Customer prior to the effective date of termination.

II. General. Upon expiration or termination of any Order: (a) Customer's (1) license to Software (excluding Software subject to a perpetual license) and (2) right to access or use SaaS or Services, including associated user guides or operating manuals ("**Documentation**"), listed in such Order, will immediately terminate; and (b) Customer will return or destroy all copies of Software (excluding Software subject to a perpetual license) and Documentation listed in such Order in Customer's possession or control. The foregoing sentence will also apply to Software subject to a perpetual license if the applicable Order is terminated for cause by ZOLL as a result of Customer's material breach of Section 6 (Intellectual Property) or failure to provide payment in full for Software.

4. Confidentiality

A. Confidential Information. "**Confidential Information**" means any information, technical data, or know-how, including, without limitation, information relating to software, products, services, customers, personnel, markets, research, intellectual property, inventions, processes, designs, marketing, future business strategies, trade secrets, finances and other nonpublic information of the disclosing party, including the details of this Agreement and any Order under this Agreement.

B. Non-Confidential Information. Confidential Information does not include information that the receiving party can establish: (I) was lawfully known by the receiving party prior to its disclosure by the disclosing party; (II) is, or becomes, generally known to the public without breach of this Agreement; (III) is obtained by the receiving party in good faith from a third party without any communicated confidentiality obligation; or (IV) is independently developed by the receiving Party without use of the disclosing party's Confidential Information.

C. Non-Disclosure. The receiving party will use the disclosing party's Confidential Information only for purposes of this Agreement and applicable Orders under this Agreement and will not disclose it to any person or entity other than its or its Affiliates' employees, directors, contractors, consultants, service providers, counsel or agents who have a reasonable need to know such information and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). Users (as defined below) and any third party authorized by Customer to receive Customer's Confidential Information are Authorized Recipients of Customer. "**Affiliates**" means any corporate entity that, directly or indirectly, controls or is controlled by, or is under common control with, a party. The receiving party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving party will use the same standard of care to protect the

disclosing party's Confidential Information as it uses to protect its own similar confidential and proprietary information, but no less than reasonable care. Notwithstanding the non-disclosure requirements of this section, Customer authorizes ZOLL to refer to Customer as a customer and use Customer's name and logo in such references. Each party agrees that damages will not be adequate to protect the other party in the event of an actual or threatened breach of the confidentiality and nondisclosure obligations of this Agreement and that either party may take equitable action, including seeking injunctive relief, to enforce such obligations.

D. Legal Disclosure. If it becomes necessary for the receiving party to disclose any Confidential Information to enforce this Agreement or comply with a judicial or administrative proceeding (or equivalent process), the receiving party will, to the extent legally permitted, provide the disclosing party with prompt written notice so the disclosing party may, at the disclosing party's expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the receiving party will not be in breach of this Agreement by furnishing such Confidential Information as required. Prior to disclosing any patient information, protected health information or personal identifiable information to ZOLL, Customer will obtain the legal right to disclose such information to ZOLL.

5. Use of Software, SaaS and Services

ZOLL will perform Services in a professional and workmanlike manner using qualified personnel in accordance with each Order. Customer will comply with all laws and regulations applicable to its use of Software, SaaS or Services, including complying with, and notifying ZOLL of, export and import control laws and regulations applicable to Customer. Customer will implement and maintain industry standard administrative, technical and security standards or safeguards designed to ensure the security and confidentiality of Software or SaaS that Customer receives from ZOLL. ZOLL may suspend access to Software or SaaS if ZOLL determines, in its reasonable discretion, that Customer has failed to comply with applicable law or implement or maintain such standards or safeguards until Customer complies with applicable law or implements and maintains such standards or safeguards, as applicable. Customer is responsible for the procurement, maintenance, performance and security of any network, connection, service or device not provided or managed by ZOLL. Customer agrees to use current operating systems and browsers that support protocols and procedures accepted by ZOLL. In connection with this Agreement, Customer will reasonably and timely cooperate with ZOLL, including providing ZOLL with access to Customer's equipment, software and data, including remote access, necessary for the implementation and operation of Software and SaaS or performance of Services. Customer will not require ZOLL to comply with additional contractual or policy requirements not already contained in this Agreement or the applicable Order in order to receive such access. ZOLL will provide Customer with the specifications of available remote access methods, and Customer will be responsible for the costs associated with any selected method. Customer agrees not to use Software or SaaS in excess of its authorized login protocols. Customer will immediately notify ZOLL of any unauthorized access to or use of Software or SaaS, Customer's login ID, password or account or other breach of security.

6. Intellectual Property

A. Ownership. ZOLL, including its Affiliates, licensors and service providers, as applicable, retains all right, title and interest, including but not limited to, all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions and combinations of the foregoing, in and to Software, SaaS, Services, Documentation and any other information or materials related to Software, SaaS or Services, including, without limitation, all object code, source code, modifications, know-how, ideas, technology, processes, techniques, inventions, or technical information relating to any of the foregoing and any derivative works thereof. Any rights not expressly granted to Customer hereunder are reserved by ZOLL, including its Affiliates, licensors and service providers, as applicable. To the extent Customer acquires any rights in Software, SaaS, Services, Documentation or any other information or materials related to Software, SaaS or Services, including any derivative work created by Customer, by operation of law despite the terms of this Agreement, Customer hereby assigns those rights to ZOLL and agrees to take such further actions as necessary to give effect to this section.

B. Restrictions. Except as expressly permitted by this Agreement, Customer will not, and will not permit any third party to: (I) use, reproduce, modify, adapt, alter, translate or create derivative works from Software, SaaS, Services or Documentation; (II) merge Software, SaaS or Services with other software or services; (III) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to Software, SaaS, Services or Documentation to any third party; (IV) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for Software or SaaS; (V) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in Software, SaaS, Services or Documentation; or (VI) otherwise use or copy Software, SaaS, Services or Documentation.

C. Customer Content; Feedback. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of Software, SaaS or Services ("**Customer Content**"); provided that ZOLL may de-identify and use Customer

Content for any lawful purpose consistent with applicable law. Customer grants to ZOLL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into its Software, SaaS or Services any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of Software, SaaS or Services provided by Customer or its Users. "**User**" means Customer's or its Affiliates' employees, directors, principals, partners, consultants or agents authorized to use Software, SaaS or Services on behalf of Customer and registered and approved by ZOLL, in ZOLL's sole discretion, for such use in accordance with ZOLL's procedures.

7. Users

Users may utilize Software, SaaS, Services and Documentation to the same extent Customer is allowed to use and benefit from such Software, SaaS, Services and Documentation; provided that: (A) each User's use of, or benefit from, Software, SaaS, Services and Documentation will be subject to all applicable terms, conditions and limitations (including aggregate usage limitations) of this Agreement and each applicable Order; (B) Customer, as the signatory to this Agreement, will be responsible for each User's compliance with the terms, conditions and limitations of this Agreement; and (C) ZOLL, in its sole discretion, may require certain Users (for example, third-party billing service providers, hospitals or EMS agencies) and Customer to sign ZOLL's third-party access and use form prior to ZOLL granting such User access to the applicable Software, SaaS, Services or Documentation.

8. Indemnification

A. ZOLL. ZOLL will defend any action against Customer or its agents, officers, directors, or employees (the "**Customer Parties**") brought by a third party alleging that Software, SaaS or Services infringe any U.S. patents or copyrights or misappropriate any trade secrets of a third party and will indemnify and hold the Customer Parties harmless from those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to by ZOLL in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (I) promptly notifying ZOLL in writing of such claim or action; (II) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (III) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. ZOLL will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer's prior written consent. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense. If any Software, SaaS or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense: (a) procure for Customer the right to continue using it; (b) modify it, or replace it with a substantially similar software or service, so that it becomes non-infringing; (c) in the case of Software subject to a perpetual license, require its return and refund Customer a pro-rata portion of the Fees for such Software based on a thirty-six (36)-month straight-line depreciation; or (d) terminate the applicable Order, in whole or in part. Notwithstanding the foregoing, ZOLL will have no indemnification or other obligation hereunder with respect to any infringement claim to the extent based upon: (1) use of Software, SaaS or Services not in accordance with this Agreement or the applicable Order; (2) use of Software, SaaS or Services in combination with products, equipment, software, services or data not supplied by ZOLL; (3) the failure of Customer to implement the latest release of, or any replacements, corrections or modifications made available by ZOLL for, Software, SaaS or Services; (4) Customer Content; or (5) any modification of any of Software, SaaS and Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This section states ZOLL's entire liability and Customer's exclusive remedy for any claims of infringement.

B. Customer. Customer will defend any action against ZOLL, its Affiliates and their respective agents, officers, directors and employees (the "**ZOLL Parties**") and will indemnify and hold the ZOLL Parties harmless from those costs and damages finally awarded against the ZOLL Parties in any such action brought by a third party arising out of or related to: (I) Customer Content; or (II) the Customer Parties' or its Users use of Software, SaaS or Services allegedly in violation of the Agreement, Order, Documentation or applicable law. ZOLL will: (a) promptly notify Customer in writing of such claim or action; (b) give Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperate with Customer and, at Customer's request and expense, assist in such defense. Customer will not enter into any settlement that imposes any legal liability or financial obligation on ZOLL without ZOLL's prior written consent.

9. Representations and Warranties

A. Mutual. Each party represents that it has full legal authority to enter into this Agreement and perform its obligations hereunder and that no third-party rights or permissions are required in order for it to do so.

B. ZOLL. ZOLL warrants that Services will be performed in a professional and workmanlike manner. Customer must provide written notice to ZOLL within thirty (30) days of the completion of Services alleged to have been performed inconsistent with this warranty, otherwise this warranty will be void. Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is, at ZOLL's option, to re-perform Services or refund the amounts paid by Customer for Services that were not as warranted.

C. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN APPLICABLE ADDENDUM: (I) SOFTWARE, SAAS AND SERVICES ARE PROVIDED STRICTLY ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW; (II) ZOLL DOES NOT PROMISE THAT SOFTWARE, SAAS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; AND (III) ZOLL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE, OR OTHERWISE.

10. Limitation of Liability

NEITHER ZOLL, NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE FOR LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR SOFTWARE, SAAS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ZOLL WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. CUSTOMER AGREES THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

11. Payments

A. Billing. Customer will pay ZOLL the fees as set forth in the applicable Order ("**Fees**"). All payments will be in U.S. dollars unless otherwise agreed by the parties. Unless otherwise expressly provided in this Agreement or the applicable Order, all Fees are nonrefundable, and Customer will pay ZOLL all Fees due under such Order within thirty (30) days after the date of the invoice for such Fees. If any invoiced Fees are past due: (I) such past-due Fees will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less; (II) ZOLL, in its sole discretion and not in lieu of any other remedy, may cease providing Software, SaaS and Services, until ZOLL has received payment from Customer for all invoiced and past-due Fees plus accrued interest; and (III) ZOLL, in its sole discretion, may revoke any discounts previously offered to Customer. Customer will pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with the collection of late payments. After the Initial Term set forth in the applicable Order, ZOLL may increase Fees annually.

B. Taxes. Fees exclude all taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any jurisdiction ("**Taxes**"). Customer is responsible for paying Taxes assessed in connection with its or its User's use of Software, SaaS or Services. If ZOLL believes it is legally obligated to invoice Customer for Taxes, ZOLL will include any Taxes as a separate line item on an invoice unless Customer provides ZOLL with a current tax exemption certificate issued by the appropriate taxing authority.

C. Expenses. Unless otherwise set forth in the applicable Order, Customer will reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL ("**Expenses**") in providing Services.

D. Invoicing. Unless otherwise set forth in the applicable Order, ZOLL will invoice Customer for Fees approximately as follows:

I. **One-Time Fees**—on the Effective Date (as defined in the applicable Order);

II. **Monthly Fees* or Maintenance Fees****—monthly in advance;

III. **Professional Services Fees**—on completion of the Professional Services; and

IV. **Expenses**—as soon as reasonably practicable after such expenses are incurred.

* Unless otherwise set forth in the applicable Order, Monthly Fees will commence on the earlier of (a) the date deployment of Software or SaaS is complete and able to function as described in the warranty for such Software or SaaS ("**Deployment Completion Date**") or (b) sixty (60) days after the Effective Date (as defined in the applicable Order) (the "**Monthly Fees Commencement Date**"). The first invoice for Monthly Fees will include the Monthly Fees for the first and second months and will be prorated to account for any partial month. For Monthly Fees for ZOLL AR Boost (as defined in the SaaS Addendum), emsCharts and Mobile Care Connect, ZOLL may invoice Customer monthly in arrears.

** Unless otherwise set forth in the applicable Order, Maintenance Fees will commence sixty (60) days following the commencement of any Software Warranty. The first invoice for Maintenance Fees will be prorated to account for any partial quarter.

12. Professional Services

A. General. ZOLL will use commercially reasonable efforts to provide the professional services set forth in an Order ("**Professional Services**"), and Customer and ZOLL agree to cooperate in good faith to achieve satisfactory completion of the Professional Services. Customer acknowledges that ZOLL's performance of the Professional Services is materially dependent on Customer's cooperation and that timelines for completion of Professional Services are estimates that may be revised due to third parties engaged as part of the Professional Services or Customer's responsiveness, cooperation and resources. Accordingly, ZOLL will not be liable for any deficiency in the performance of Professional Services to the extent such deficiency results from any acts or omissions of Customer or a third party, including, but not limited to, Customer's failure to provide the necessary cooperation, access and assistance as required hereunder. Customer will reimburse ZOLL for any reasonable costs incurred by ZOLL in connection with such failure. Customer is solely responsible for ensuring that specifications provided to ZOLL in connection with the Professional Services comply with applicable laws and regulations.

B. Installations. If Customer (I) fails to schedule installation of Software, SaaS or Services to occur within six (6) months from the Effective Date (as defined in the applicable Order) or (II) postpones or cancels a scheduled installation with less than thirty (30) days' written notice to ZOLL, then ZOLL may charge, and Customer will pay, an additional installation fee plus any additional costs already incurred (such as a $200 travel change fee to cover increased travel costs as a result of the rescheduling).

13. General

A. Assignment. Customer will not assign or transfer this Agreement or any Order, nor its interest, rights or responsibilities under this Agreement or any Order, except with written consent of ZOLL, which will not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void.

B. Notices. All notices under this Agreement must be delivered in writing by email, courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the applicable email or physical address set forth in the applicable Order and, in the case of ZOLL, to the attention of the Chief Financial Officer (or to such other address or person as from time to time provided by such party in accordance with this Section), and will be effective upon receipt.

C. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by the laws of the State of Colorado without reference to its choice of law rules. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY IRREVOCABLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

D. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be changed and interpreted by the court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

E. Independent Contractors. The parties are independent contractors. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the parties.

F. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies: Software, SaaS and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212 and if provided hereunder are (I) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. §12.212; or (II) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. §227.7202-1 and §227.7202-3. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, Customer receives only those rights to Software or SaaS as provided under the terms and conditions of this Agreement.

G. Third Parties. Customer is solely responsible for, and none of the Fees or Expenses set forth herein will be deemed to cover, any amounts owed to third parties in connection with the use of Software, SaaS and Services, including without limitation, clearinghouse fees. Customer must obtain ZOLL's prior written consent before engaging a third-party provider ("**Third-Party Provider**") to allow third-party software, SaaS or services ("**Third-Party Software, SaaS or Services**") to integrate with, receive data from or access Software, SaaS or Services. ZOLL will have no liability for, or in

connection with, and makes no representations or warranties with respect to, any Third-Party Software, SaaS or Services, and no Third-Party Provider will be an agent or subcontractor of ZOLL. Customer agrees that to the extent Third-Party Provider sends, receives, maintains or transmits any Customer Content, including without limitation, protected health information (collectively, "**Sharing**"), or takes any action with respect to Software, SaaS or Services, such Third-Party Provider does so on behalf of Customer and not of ZOLL. If Third-Party Software, SaaS or Services require or result in Sharing Customer Content with a Third-Party Provider, Customer consents to ZOLL and its Affiliates Sharing Customer Content with such Third-Party Provider, and Customer represents and warrants that such Sharing does not violate any agreement, law, regulation or other legal standard. Upon the earlier of: (I) termination of the Third-Party Provider's need for access to the applicable Software, SaaS or Services or (II) termination of Customer's agreement with a Third-Party Provider pertaining to Third-Party Software, SaaS or Services, Customer will immediately terminate Third-Party Provider's access to Software, SaaS and Services and notify ZOLL thereof. To the extent Software, SaaS or Services contain software, services or content owned by a third party for which ZOLL has a license agreement with such third party, Software, SaaS and Services and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software. Customer will promptly reimburse ZOLL for any Fees incurred by ZOLL for Third-Party Software, SaaS or Services after the date of expiration or termination of an Order (such as the remainder of an annual fee charged to ZOLL for such Third-Party Software, SaaS or Services).

H. Force Majeure. Each party's failure to perform in a timely manner will be excused to the extent caused by conditions beyond the reasonable control of the affected party that could not have been avoided by reasonable diligence. Such conditions may include, but are not limited to, natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected party, strikes, acts of God, pandemics, wars (declared and undeclared), acts of terrorism, riots, embargoes, and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected party will immediately give notice to the other party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected party may terminate this Agreement without being in breach of this Agreement.

I. Entire Agreement; Amendment; No Third-Party Beneficiaries; Online Customer Community; Survival. This Agreement, together with the applicable Order, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com or emscharts.com. In the event of a conflict between this Agreement, including applicable addenda, the applicable Order or any agreement at zollonline.com or emscharts.com, the order of precedence will be as follows: (I) the applicable Order; (II) this Master Software, SaaS and Services Agreement, (III) the Business Associate Addendum; (IV) the Software-as-a-Service Addendum or Software Addendum, as applicable; (V) any other addenda, if applicable; and (VI) agreements at zollonline.com or emscharts.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, will be wholly inapplicable to Software, SaaS and Services and will not be binding in any way on ZOLL. The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement. This Agreement may not be amended or changed except in writing signed by both parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion, and any waiver must be in writing and signed by the waiving party. Except as otherwise expressly stated herein, the parties' rights and remedies under this Agreement are cumulative. Neither party will have any obligation to enter into any Order. Customer may participate in ZOLL's online customer community in accordance with the terms of such community. Except as expressly set forth herein, there are no third-party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement will continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 3.C (Effects of Termination), Section 4 (Confidentiality), Section 5 (Use of Software, SaaS and Services), Section 6 (Intellectual Property), Section 7 (Users), Section 8 (Indemnification), Section 9 (Representations and Warranties), Section 10 (Limitation of Liability), Section 11 (Payments) and Section 13 (General). This Agreement may be signed and delivered electronically and executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

Business Associate Addendum

1. Applicability

This Business Associate Addendum (this "**Business Associate Addendum**") applies to any Order and the Agreement between Customer ("**Covered Entity**") and ZOLL ("**Business Associate**") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("**PHI**") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as "**HIPAA**"). Terms used but not otherwise defined in this Business Associate Addendum will have the same meaning as those terms in HIPAA and the Master Software, SaaS and Services Agreement, as applicable; provided that PHI will refer only to protected health information of Covered Entity unless otherwise stated.

2. Compliance and Agents

To the extent it has access to PHI, Business Associate will fully comply with the requirements of this Business Associate Addendum with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Business Associate Addendum.

3. Use and Disclosure; Rights

Business Associate will not use or disclose PHI except as permitted under this Business Associate Addendum, including Section 16 hereof, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it: (A) to perform its obligations under this Business Associate Addendum; (B) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement; or (C) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (Y) the disclosure is required by law; or (Z) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Safeguards

Business Associate will develop, document, use and keep current appropriate procedural, physical and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Business Associate Addendum.

5. Minimum Necessary

Business Associate will limit any use, disclosure or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request.

6. Report of Improper Use or Disclosure

Business Associate will report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Business Associate Addendum and any security incident of which it becomes aware. Business Associate will, within fifteen (15) days following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach. The notice will include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Business Associate Addendum.

7. Individual Access

In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate will make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. Amendment of and Access to PHI

Business Associate will make available for amendment PHI in a designated record set and will incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

9. Accounting

Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

10. DHHS Access to Books, Records and Other Information

Business Associate will make available to the U.S. Department of Health and Human Services ("**DHHS**"), Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

11. Individual Authorizations; Restrictions

Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12. HITECH Act Compliance

Covered Entity and Business Associate will comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13. Term

This Business Associate Addendum will take effect on the effective date of the Agreement and will continue in effect unless and until either party terminates this Business Associate Addendum or the Agreement.

14. Breach; Termination; Mitigation

If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Business Associate Addendum, Covered Entity and Business Associate will take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Business Associate Addendum. Business Associate will take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. Return of PHI

Business Associate will, upon termination of this Business Associate Addendum, and if feasible: (A) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (B) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Business Associate Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. Deidentified Health Information

Business Associate may de-identify any and all PHI and may create a "**Limited Data Set**" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

17. Survival

All representations, covenants and agreements in or under this Business Associate Addendum will survive the execution, delivery and performance of this Business Associate Addendum.

18. Further Assurances; Conflicts

Each party will in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Business Associate Addendum. The terms and conditions of this Business Associate Addendum will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement will remain in full force and effect. Any ambiguity in this Business Associate Addendum with respect to the Agreement will be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Business Associate Addendum.

19. Applicable Law

The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Business Associate Addendum and may affect the parties' obligations under this Business Associate Addendum. The parties agree to take such action as is necessary to amend this Business Associate Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.

Software-as-a-Service Addendum

1. Applicability

This Software-as-a-Service Addendum (this "**SaaS Addendum**") applies to SaaS designated in a current Order between Customer and ZOLL. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement.

2. SaaS

Subject to the terms and conditions of the Agreement, during the Term (as defined in the applicable Order), ZOLL will use commercially reasonable efforts to make SaaS available to Customer in accordance with the Documentation. ZOLL may modify and upgrade SaaS, on an ongoing basis, including adding, removing or modifying the functionality or features of SaaS. ZOLL will use commercially reasonable efforts to inform Customer prior to the implementation of such changes materially affecting SaaS utilized by Customer. ZOLL will, at no additional charge, provide applicable standard customer support for SaaS to Customer as detailed in the applicable Documentation.

3. Warranty

Subject to the terms and conditions of the Agreement, including the disclaimer in Section 9.C of the Agreement, ZOLL warrants that during the Term, SaaS will materially operate in accordance with the Documentation. Customer must provide written notice to ZOLL within thirty (30) days of the alleged inconsistency with this warranty, otherwise this warranty will be void. Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is for ZOLL to, at ZOLL's option, correct the material nonconformity or terminate the applicable Order.

4. Service Level Agreement

A. Service Level Commitment. ZOLL will use commercially reasonable efforts to make SaaS available to Users with a Monthly Uptime Percentage (as defined below) of at least 99.0% during any calendar month (the "**Service Level Commitment**"). The Service Level Commitment does not apply to Customer's access of Inactive Customer Content (as defined below).

B. Definitions

I. "**Monthly Uptime Percentage**" is calculated each calendar month as follows:

((Total – Unexcused Downtime) / Total) * 100 = Monthly Uptime Percentage.

II. **"Total"** means the total minutes in a calendar month.

III. **"Unexcused Downtime"** means Downtime, excluding Excused Downtime.

IV. **"Downtime"**, expressed in minutes, means any time SaaS is not available to Users.

V. **"Excused Downtime"** means Downtime caused by: (a) Standard Maintenance; (b) Emergency Maintenance; (c) services, software or hardware provided by anyone or any entity other than ZOLL (such as a cellular network carrier or mobile handset provider); (d) software, services or systems operating outside of ZOLL's control, including any software or systems operating on a Customer's premises (including ZOLL software operating on such premises); (e) a Force Majeure Event; or (f) Customer's or its Users' acts or omissions.

VI. **"Standard Maintenance"** means work performed by ZOLL when upgrades or system updates are desirable (including, without limitation, standard software release and non-critical software updates). Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. Mountain Time. ZOLL will inform Customer at least twenty-four (24) hours in advance of Standard Maintenance.

VII. **"Emergency Maintenance"** means work performed by ZOLL when a critical system update must be applied quickly (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). ZOLL will use commercially reasonable efforts to inform Customer at least thirty (30) minutes in advance of Emergency Maintenance.

C. Service Credit. For any calendar month where the Service Level Commitment for any SaaS is not met, ZOLL will provide a service credit equal to ten percent (10%) of Customer's Monthly Fee for such SaaS ("**Service Credit**"); provided that Customer must: (I) request such Service Credit in writing within thirty (30) days of the end of the calendar month in which ZOLL failed to meet its Service Level Commitment; and (II) include in such request the nature, date and time of the Unexcused Downtime. If ZOLL is able to verify such Unexcused Downtime, such Service Credit will be applied to a future month's invoice for such SaaS, which is typically two (2) months later. Failure to submit a written request for

Service Credit as provided in this Section will constitute a waiver of such Service Credit by Customer. The Service Credit set forth in this Section will be Customer's sole and exclusive remedy for ZOLL failing to meet the Service Level Commitment for any SaaS in a given calendar month.

D. Modifications. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any SaaS upon at least six (6) months' notice to Customer.

5. Customer Content

A. Security. ZOLL will implement commercially reasonable security measures designed to prevent unlawful access to Customer Content by third parties.

B. Customer Compliance. Although ZOLL will use commercially reasonable efforts to (I) maintain the integrity of the Customer Content, (II) back up the Customer Content and (III) to provide full and ongoing access to SaaS, loss of access to SaaS and loss of Customer Content may occur. Customer is solely responsible for maintaining any Customer Content that it requires for archival purposes, ongoing management of its operations or compliance with all records retention requirements applicable to it. Customer agrees that it is not relying on ZOLL to assist with determining the records maintenance or retention requirements applicable to it. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in SaaS or otherwise arising out of circumstances not within ZOLL's control.

C. Retention Period for Active Customer Content. Unless otherwise specified in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "**Active Customer Content**"), in ZOLL's working data set until the earlier of (I) with respect to *RescueNet* @Work, thirteen (13) months, and with respect to other SaaS, five (5) years or (II) the expiration or termination of this Agreement or the Order or SOW under which such Active Customer Content was stored (the "**Active Retention Period**").

D. Return, Destruction or Storage of Active Customer Content. Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer will exercise by informing ZOLL in writing, within thirty (30) days of receiving the notice, that either (I) Customer wishes to receive Active Customer Content in a database format determined by ZOLL in its sole and absolute discretion (a "**Database**"), or (II) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such thirty (30)-day period, ZOLL will have the right to destroy the Active Customer Content.

E. Inactive Customer Content. ZOLL may periodically identify Customer Content that has had no activity associated with it for at least one hundred eighty (180) days ("**Inactive Customer Content**") and notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data. However, Customer may request, in writing, within thirty (30) days of receiving such notice from ZOLL, that ZOLL provide a Database of the Inactive Customer Content or store, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such thirty (30)-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control.

6. Additional Terms and Conditions

A. ZOLL AR Boost. If an Order includes ZOLL AR Boost, including Insurance Discovery, Insurance Verifier, Demographic Verifier, Self-Pay Analyzer, Deductible Monitoring, Claims Status, Enhanced MBI Discovery, Prior Authorization Determination, Prior Authorization Submission, Benefits Verification, Patient Financial Responsibility or related products and services, either separately or as part of ZOLL Billing, RescueNet® Billing Pro, Packaged Services, Packaged Services Premium, AR Boost or another combination of products or services (collectively, "**ZOLL AR Boost**"), then Customer agrees the ZOLL AR Boost Addendum located at https://www.zolldata.com/legal will additionally govern and apply to such ZOLL AR Boost.

B. TomTom. If an Order includes geographic databases, digital maps, software applications, dynamic spatial data and related materials (the "**TomTom Products**") provided by TomTom, Inc., then Customer agrees the TomTom Addendum located at https://www.zolldata.com/legal will additionally govern and apply to such TomTom Products.

C. NEMSIS Extracts. If an Order includes Standard NEMSIS Extract, Customer acknowledges that it is being provided with the Standard NEMSIS Data Extract for the purposes of data reporting to Customer's specific state or states. While NEMSIS has established a standard set of reportable data elements, certain states may elect to collect data that is outside the scope of the documented NEMSIS Data Dictionary. Should Customer require such a plug-in to the NEMSIS

Extract in order to meet these state requirements, Customer must purchase a state-specific NEMSIS Plug-In from ZOLL if and as available.

D. ICC Codes. If an Order includes ICC Codes, Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by or licensed to International Code Council, Inc. (the "**ICC Codes**"). The portions of information copyrighted by or licensed to the International Code Council, Inc., have been obtained and reproduced with permission. The acronym ICC® and the ICC logo are federally protected trademarks and service marks of ICC. All other code titles are the trademarks and services marks of the International Code Council, Inc. Without advance written permission from the International Code Council, Inc., no part of the International Code Council, Inc.'s copyrighted or licensed material may be reproduced, distributed or transmitted in any form of by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, printing, or recording by or in an information storage retrieval system). For information on permission to copy the International Code Council, Inc. materials, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-422-7233 (ICC-SAFE).

Software Addendum

1. Applicability

This Software Addendum (this "**Software Addendum**") applies to Software designated in a current Order between Customer and ZOLL. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement.

2. Software

Subject to the terms and conditions of the Agreement, ZOLL grants to Customer a limited, non-exclusive, non-transferable license to: (A) install and use Software, (I) in executable code format only, (II) in the quantity specified in such Order, (III) in accordance with the License Type (as defined below) specified in such Order, and (IV) for Customer's internal business purposes only; (B) create one (1) copy of Software solely for backup or archival purposes; (C) install and use one (1) copy of Software only for testing or development purposes; and (D) copy and reproduce the Documentation for Customer's internal business purposes.

3. Warranty

Subject to the terms and conditions of the Agreement, including the disclaimer in Section 9.C of the Agreement, ZOLL warrants for ninety (90)-days following the Deployment Completion Date of any Software that such Software will materially operate in accordance with the Documentation (the "**Software Warranty**"); provided, that the Software Warranty will only apply to an initial purchase of Software and not to additional quantities or purchases of Software or related modules. Customer must provide written notice to ZOLL within thirty (30) days of the alleged inconsistency with this warranty, otherwise this Software Warranty will be void. Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is for ZOLL to, at ZOLL's option, correct the material nonconformity or terminate the applicable Order.

4. License Types

Customer will install and use Software in accordance with the type of license that has been granted in the Order for such Software ("**License Type**"). Customer may not use Software in a manner that circumvents or interferes with access controls applicable to Software.

License Type	Duration	Installation	Access and Use
Concurrent User License ("**CUL**")	Perpetual	Unlimited number of devices	Limited to number of concurrent Users
Device License ("**DL**")	Perpetual	Limited to number of specific devices	Limited to number of specific devices
Node License ("**NL**")	Perpetual	Unlimited number of devices	Limited to number of devices concurrently using Software
Population License ("**PPL**")	Perpetual	Unlimited number of devices	Limited to number of resources specified (crew, vehicles, etc.)
Principal License ("**PL**")	Perpetual	Limited to number of devices	Unlimited number of Users
Site License ("**SL**")	Perpetual	Unlimited number of devices at the unique street address	Unlimited number of concurrent Users at the unique street address
Subscription License ("**SUB**")	Term	Unlimited number of devices	Limited to number of concurrent Users
Third-Party License ("**TPL**")	Variable	As set forth by the Third-Party Provider	As set forth by the Third-Party Provider

5. Maintenance

A. Term and Applicability. Maintenance services set forth in the applicable Order ("**Maintenance Services**") will begin ninety (90) days following the commencement of any Software Warranty and will continue thirty (30) days following the date Customer provides written notice of cancellation of the Maintenance Services. To reinstate cancelled or suspended Maintenance Services, Customer must pay the Maintenance Fees that would have been due for such Software for the time period between cancellation or suspension and reinstatement of Maintenance Services. Maintenance Services are available only for Customer's production environment of Software and are not available for Third-Party Software, SaaS or Services. Notwithstanding anything to the contrary in the Agreement or this Software Addendum, ZOLL may cease providing any Software and Maintenance Services upon six (6) months' advance notice to Customer. The following paragraphs of this Section 5 (Maintenance) apply only while Customer is current in payment of Maintenance Fees.

B. Emergency Support. ZOLL will provide 24/7 telephonic support for reproducible defects in the latest version of Software installed on supported hardware and software ("**Supported Software**") that cause the Supported Software to not operate substantially in accordance with the Documentation (an "**Error**") and completely prevent Customer from using the Supported Software (an "**Emergency**"). For example, the inability of all Users to use the Supported Software constitutes an Emergency, but the inability of a single User to use the Supported Software does not constitute an Emergency because there is an acceptable workaround available (for example, another User may log in).

C. Technical Support. ZOLL will provide telephonic support between 6:00 AM to 6:00 PM Mountain Time, Monday to Friday, excluding ZOLL holidays ("**Business Days**") for all non-Emergency Errors. Such telephonic support may include: (I) clarification of functions and features of the Supported Software; (II) clarification of the Documentation;

(III) guidance in operation of the Supported Software; (IV) assistance in identifying and verifying the causes of suspected Errors in the Supported Software; and (V) advice on bypassing identified Errors in the Supported Software. Customer may only submit Errors to ZOLL via email at support@zoll.com or through ZOLL's call center at 1-800-663-3911. ZOLL will create an incident report within one Business Day following submission by Customer and will provide Customer with a service request number for each Error. ZOLL will use commercially reasonable efforts to provide a modification, workaround or action plan for each Error.

D. Exclusions. ZOLL will have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (I) Customer's modification or combination of the Supported Software (in whole or in part); (II) use of the Supported Software on non-supported hardware or software; (III) hardware, telecommunications or internet failures; (IV) Third-Party Software, SaaS or Services; or (V) physical, electrical, electromagnetic or other disruptions. Any Maintenance Services performed by ZOLL for any such Errors will be made, in ZOLL's discretion, at ZOLL's then-current time and material charges.

E. Updates. ZOLL may provide a new general release for Supported Software. Customer will be solely responsible for the installation of any new general release for the Supported Software in accordance with the Documentation and installation instructions provided by ZOLL to Customer.

F. Designated Interface. Subject to ZOLL's agreement, Customer will designate an individual or group who have been trained to support the Supported Software to coordinate all Maintenance Services requests from Customer and only such individual or group will be permitted to request and coordinate Maintenance Services from ZOLL.

6. Additional Terms and Conditions

A. Inspection. During the Term and for a period of six (6) months thereafter, ZOLL will have the right to inspect Customer's records relating to Customer's use of and payment for Software. If Customer has underpaid Fees for (or overused) such Software by more than five percent (5%), Customer will pay the cost associated with such inspection and any amounts owed.

B. TomTom. If an Order includes geographic databases, digital maps, software applications, dynamic spatial data and related materials (the "**TomTom Products**") provided by TomTom, Inc., then Customer agrees the TomTom Addendum located at https://www.zolldata.com/legal will additionally govern and apply to such TomTom Products.

C. NEMSIS Extracts. If an Order includes Standard NEMSIS Extract, Customer acknowledges that it is being provided with the Standard NEMSIS Data Extract for the purposes of data reporting to Customer's specific state or states. While NEMSIS has established a standard set of reportable data elements, certain states may elect to collect data that is outside the scope of the documented NEMSIS Data Dictionary. Should Customer require such a plug-in to the NEMSIS Extract in order to meet these state requirements, Customer must purchase a state-specific NEMSIS Plug-In from ZOLL if and as available.

D. ICC Codes. If an Order includes ICC Codes, Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by or licensed to International Code Council, Inc. (the "**ICC Codes**"). The portions of information copyrighted by or licensed to the International Code Council, Inc., have been obtained and reproduced with permission. The acronym ICC® and the ICC logo are federally protected trademarks and service marks of ICC. All other code titles are the trademarks and services marks of the International Code Council, Inc. Without advance written permission from the International Code Council, Inc., no part of the International Code Council, Inc.'s copyrighted or licensed material may be reproduced, distributed or transmitted in any form of by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, printing, or recording by or in an information storage retrieval system). For information on permission to copy the International Code Council, Inc. materials, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-422-7233 (ICC-SAFE).

Fees Addendum

Fees in an Order for Software or SaaS are subject to adjustment as set forth below. Usage is measured against the Unit indicated in an Order. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement. If Monthly Fees are based on the quantity of Concurrent Users, Monthly Fees will be increased by $10 per month for any User registered exceeding 200% of the permitted quantity of Concurrent Users.

Software or SaaS	Audit Period	Threshold	Adjustment
ZOLL AR Boost	Monthly following the Monthly Fees Commencement Date	Total Monthly Fee for ZOLL AR Boost	If the sum of the actual monthly usage of all ZOLL AR Boost line items in an Order times the applicable Unit Price exceeds the Monthly Fees, Customer will pay an amount equal to such excess usage times the applicable Unit Price. In no event will Customer pay less than the applicable Monthly Fees for any month.
Mobile Care Connect	Monthly following the Monthly Fees Commencement Date	100% of monthly Order Quantity	Each month, Customer will pay an amount equal to actual monthly usage times the applicable Unit Price; provided that Customer will not be pay for usage above 1,800 Units nor pay for less than 300 Units in any month.
RescueNet® Billing Pro *RescueNet* ePCR (SaaS) Packaged Services ZOLL Billing ZOLL emsCharts ZOLL Fire Reports ZOLL Respond	Annually following the Monthly Fees Commencement Date	110% of annual Order Quantity	If actual annual usage of the applicable SaaS exceeds the Threshold, then Customer will pay for actual usage above the annual Order Quantity times the Unit Price. If actual annual usage is more than 10% below annual Order Quantity, then ZOLL will issue a credit in the amount of 10% of the annual Order Quantity times the Unit Price. The Order Quantity for future months will automatically adjust to the average actual monthly usage during the Audit Period (or a subset of the Audit Period if such subset more accurately reflects projected future usage) as determined by the au, SaaS dit; provided that the Order Quantity will not decrease by more than 10%. The audit will exclude any Exclusions listed as a line-item in an Order, and Exclusions will be increased or decreased pro rata with adjusted Order Quantity following an audit.
RescueNet @Work *RescueNet* Billing *RescueNet* Dispatch *RescueNet* Eligibility *RescueNet* ePCR (Software) *RescueNet* FireRMS *RescueNet* Navigator	As needed	Quantity	Increased Quantity times Unit Price.

ZOLL Data Systems, Inc. Proprietary & Confidential

Contract #: 2026-0484

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: Paul Herman

Estimated Amount: 38633.44

Scope of Services: Light/Sound Outfit for Durangos

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

DIGITAL SIGNATURE PAGE

sent 3/23

COUNTY OF ALBANY
REQUISITION FOR SUPPLIES TO BE PURCHASED FROM ENCUMBERED FUNDS

Department: Albany County Sheriff's Office

Requisition No. (Dept. Assigned): 26-05

Date: 3/23/2026

Encumbrance: 22577113

Suggested Vendor:

Emergency Vehicle Specialist
1518 Rt. 9 Suite 1
Wappingers Falls, New York 12590

Qty.	Item Description	Unit Price	Extended Price
4	Troy Front Partition Kit Dodge Durango	$ 4,088.00	$ 4,088.00
4	Troy Rear Partition Dodge Durango	$ 2,228.80	$ 2,228.80
4	Troy Single Weapon Mount with SC6 lock and bracket	$ 1,274.00	$ 1,274.00
4	Troy 14" Printer Console	$ 2,430.40	$ 2,430.40
4	Troy Cup Holder	$ 179.20	$ 179.20
4	Troy 3" Accessory Pocket	$ 148.40	$ 148.40
4	Magnetic Mic	$ 144.00	$ 144.00
4	Troy Mic L Bracket	$ 92.40	$ 92.40
4	Troy Arm Rest	$ 596.40	$ 596.40
1	Shipping	$ 600.00	$ 600.00

22577113 A93110.34.22800 $11,781.60

Total: $ $ 11,781.60

Department Head Signature

EMERGENCY VEHICLE SPECIALIST

Estimate

(Physical) 1518 Rt. 9 Suite 1
Wappingers Falls, New York 12590
(Billing) 17 Spoor Ave.
Poughkeepsie, New York 12603

Date	Estimate #
1/29/2026	1900

Name / Address
ALBANY COUNTY SHERIFF

Project

Description	Qty	Rate	Amount	DISCOUNT	Total
CONSOLE AND PARTITION EQUIPMENT					
TROY FRONT PARTITION KIT DODGE DURANGO	4	1,460.00	5,840.00	-30.00%	4,088.00T
TROY REAR PARTITION DODGE DURANGO	4	796.00	3,184.00	-30.00%	2,228.80T
TROY SINGLE WEAPON MOUNT WITH SC6 LOCK AND BRACKETS	4	455.00	1,820.00	-30.00%	1,274.00T
TROY 14" PRINTER CONSOLE	4	868.00	3,472.00	-30.00%	2,430.40T
TROY CUP HOLDER	4	64.00	256.00	-30.00%	179.20T
TROY 3" ACCESSORY POCKET	4	53.00	212.00	-30.00%	148.40T
MAGNETIC MIC	4	36.00	144.00		144.00T
TROY MIC L BRACKET	4	33.00	132.00	-30.00%	92.40T
TROY ARM REST	4	213.00	852.00	-30.00%	596.40T
FACE PLATE SOUNDOFF NERGY	4	0.00	0.00		0.00T
TROY FACE PLATE MOTOROLA APEX 6500	4	0.00	0.00		0.00T
******SHIPPING RATES SUBJECT TO CHANGE*******	1	600.00	600.00		600.00T

Subtotal	$11,781.60
Sales Tax (0.0%)	$0.00
Total	$11,781.60

sent 3/23

COUNTY OF ALBANY
REQUISITION FOR SUPPLIES TO BE PURCHASED FROM ENCUMBERED FUNDS

Department: Albany County Sheriff's Office

Requisition No. (Dept. Assigned): 26-04

Date: 3/23/2026

Encumbrance: 22577112 & 22577113

Suggested Vendor:

Emergency Vehicle Specialist
1518 Rt. 9 Suite 1
Wappingers Falls, New York 12590

Qty.	Item Description	Unit Price	Extended Price
4	Soundoff Mpower Light bar	$ 13,469.12	$ 13,469.12
4	Soundoff 400 Siren Remote	$ 2,968.00	$ 2,968.00
16	Soundoff Mpower HD Stud Mount Red/White	$ 2,437.12	$ 2,437.12
16	Soundoff Black Bezel for Mpower HD	$ 268.80	$ 268.80
4	Soundoff 100 Watt Speaker	$ 967.68	$ 967.68
4	Soundoff Aftershock 100 w/kit	$ 2,419.20	$ 2,419.20
4	Soundoff Aftershock Bracket	$ 156.80	$ 156.80
8	Soundoff Nforce Deck Mount	$ 1,317.12	$ 1,317.12
4	24+ upright pushbumber w/mounting kit	$ 2,380.00	$ 2,380.00
8	Universal Push bumper 45 degree abt	$ 168.00	$ 168.00
1	Shipping	$ 300.00	$ 300.00

22577112 A93110.44.22750 $1890.00

22577113 A93110.34.22800 $24,961.84

Total: $ $ 26,851.84

Department Head Signature

EMERGENCY VEHICLE SPECIALIST

Estimate

(Physical) 1518 Rt. 9 Suite 1
Wappingers Falls, New York 12590
(Billing) 17 Spoor Ave.
Poughkeepsie, New York 12603

Date	Estimate #
1/16/2026	1881

Name / Address
ALBANY COUNTY SHERIFF

Project

Description	Qty	Rate	Amount	DISCOUNT	Total
ALBANY COUNTY SHERIFF					
2026 DODGE DURANGOS					
SOUNDOFF MPOWER LIGHT BAR	4	6,013.00	24,052.00	-44.00%	13,469.12T
SOUNDOFF 400 SIREN REMOTE SIREN WITH BUTTON CONTROLS	4	1,325.00	5,300.00	-44.00%	2,968.00T
SOUNDOFF MPOWER HD STUD MOUNTS RED/WHITE	16	272.00	4,352.00	-44.00%	2,437.12T
SOUNDOFF BLACK BEZEL FOR MPOWER HD	16	30.00	480.00	-44.00%	268.80T
SOUNDOFF 100 WATT SPEAKER	4	432.00	1,728.00	-44.00%	967.68T
SOUNDOFF AFTERSHOCK 100 W KIT	4	1,080.00	4,320.00	-44.00%	2,419.20T
SOUNDOFF AFTERSHOCK BRACKET DODGE DURANGO	4	70.00	280.00	-44.00%	156.80T
SOUNDOFF NFORCE DECK MOUNT RED/BLUE	8	294.00	2,352.00	-44.00%	1,317.12T
24+ UPRIGHT PUSHBUMPER W/MOUNTING KIT	4	850.00	3,400.00	-30.00%	2,380.00T
UNIVERSAL PUSH BUMPER 45 DEGREE ABT	8	30.00	240.00	-30.00%	168.00T
SHIPPING****** subject to change*******	1	300.00	300.00		300.00T
*******QUOTE VALID FOR 30 DAYS******					

Subtotal	$26,851.84
Sales Tax (0.0%)	$0.00
Total	$26,851.84

Contract #: 2026-0373

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: New Loudon Cleaners Inc. dba Lapels Dry Cleaning

Estimated Amount: 67,361.25

Scope of Services: Dry Cleaning

Budget Line Item: A93110.44201 & A93150.44201

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

BID FORM

BID IDENTIFICATION:

Title: Dry Cleaning of Sheriff and Correctional Uniforms
Bid Number: 2026-017

ITEM	Base bid Unit Price Pick up and Delivery by Vendor	Alternate 1 Unit Price Employee Drops off and Pick up by Employee
Dress Shirt L/S	2.75	2.50
Dress Shirt S/S	2.75	2.50
Dress Trouser	4.50	4.25
Light Weight Coat	4.00	3.75
Winter Coat	5.00	4.75
Blouse Coat	4.00	3.75
Officer's Hat	3.00	2.75
Fatigue Shirt L/S	3.00	2.75
Fatigue Shirt S/S	2.75	2.50
Fatigue Trouser	4.50	4.25
Vest Cover	3.00	2.75
Tanker Jacket	5.00	4.75
Sweater	3.00	2.75

BID FORM

BID IDENTIFICATION:

Title: Dry Cleaning of Sheriff and Correctional Uniforms
Bid Number: 2026-017

COMPANY: New Loudon Cleaners Inc d/b/a Lapels Dry Cleaning

ADDRESS: 694 New Loudon Road

CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: 518-858-0345

FAX NO.: 518-689-4832

FEDERAL TAX ID NO.: 83-2666083

REPRESENTATIVE: Niral Patel

E-MAIL: info@lapelsofny.com

SIGNATURE AND TITLE _____ Vice President

DATE February 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

Vice President
Title

February 5, 2026
Date

New Loudon Cleaners Inc
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

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

On this 5th 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 5 day of February, ~~200~~ 2026 before me personally appeared Nirav Patel to me known, who, being by me sworn, did say that he resides at (give address) 13 Joshua Rd Saratoga Springs NY 12866 that he is the (give title) Vice President of the (name of corporation) New London Closers, 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.

Kathryn Marie Semenick
Notary Public, State of New York
Reg. No. 01SE0016655
Qualified in Albany County
Commission Expires 11/19/2027

K Semenick

Notary Public, State of New York

Qualified in Albany

Commission Expires 2027

If Partnership:

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

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☒ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
New Loudon Cleaners Inc.	a) FEIN # 83-266083 b) DUNS #
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Lapels Dry Cleaning	5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
694 New Loudon Road, Latham, NY 12110	(518) 858-0345	(518) 689-4832
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Niral Patel
Title Vice President
Telephone Number Telephone (518) 858-0345
Fax Number Fax (518) 689-4832
e-mail Email NiralAPatel@gmail.com

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

a) NAME Anthony Cardona Jr.	TITLE President	b) NAME	TITLE
c) NAME Niral Patel	TITLE Vice President	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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 Lapels Dry Cleaning Inc

Address 694 New Loudon Road

City, State, Zip Latham, NY 12110

Signature of Owner _____

Printed Name of Signatory Niral Patel

Title Vice President

Sworn before me this 5 day of February, 2026

_____
Notary Public

Kathryn Semenick
Printed Name

_____
Signature

2/5/26
Date

Kathryn Marie Semenick
Notary Public, State of New York
Reg. No. 01SE0016655
Qualified in Albany County
Commission Expires 11/19/2027

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

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

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

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

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

Signature

Vice President
Title

February 5, 2026
Date

New Loudon Cleaners, Inc.
Company Name

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Dry Cleaning of Sheriff and Correctional Uniforms
Bid Number: 2026-017

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

   Date NONE Number

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

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

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.

6. The following documents are attached to and made a condition of this Bid:

   (a) Non-Collusive Bidding Certificate (Attachment "A")

   (b) Acknowledgment by Bidder (Attachment "B")

   (c) Vendor Responsibility Questionnaire (Attachment "C")

   (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Bid shall be addressed to:

   _____

   _____

   _____

   Phone: _____ Fax: _____

   E-mail: _____

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

Contract #: 2026-0229

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: County Executive A1230

Date Submitted: 02/13/2026

Contact Person: [Patrick Curran]

Contact Phone: 518-447-7040

Vendor Info: Samsara, Inc.

Estimated Amount: 52318.27

Scope of Services: Albany County - Samsara ID Cards and Card Readers

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

_____ _____

Budget Analyst Date

For Contract Board Use:

_____

Date Approved

_____	_____	_____
Daniel P. McCoy	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature

DIGITAL SIGNATURE PAGE

Schedule A

1. Quote from Samsara for ID Cards and Card Readers to be installed in County fleet vehicles for the purpose of driver identification

samsara

The Connected Operations Cloud

Quote #: Q-2494412

Issued Date: 01-29-2026
Expires 02-28-2026
Order Number: S-2767246

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 02-06-2026

Sourcewell Contract #: 102924-SAM

Prepared For:
Albany County
112 State Street, Room 1200
Albany,
New York
12207-2023

Prepared By:
Jonathan Cruz
jon.cruz@samsara.com

Cost Overview

License Term: 12 Months

Total License Cost over 12 Months	USD $0.00
Hardware and Accessories	USD $51,457.00
Shipping and Handling*	USD $861.27
Total Sales Tax*	USD $0.00
Total Contract Value[1]	$52,318.27
First Invoice[1]	$52,318.27
Recurring Invoice[2]	$0.00

[1]Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax

[2]Amount displayed is for products purchased in this order only, Includes estimated sales tax

**If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

samsara

The Connected Operations Cloud

Product Overview

SHIP TO Patrick Curran
112 State St
Albany, New York, 12207-2023
United States

Hardware & Accessories	Net Unit Price	Total Price
ID CARD ACC-CARD• QTY: 1750	$4.00	$7,000.00
ID Card Reader ACC-IDRDR• QTY: 203	$219.00	$44,457.00
Total Price:		$51,457.00

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The Connected Operations Cloud

Licenses	Annual Unit Price	Total Annual Price
Total Price:		0

samsara

The Connected Operations Cloud

Billing Details:

Bill To:
Albany County
112 State Street, Room 1200
Albany, New York, 12207-2023

Billing Contact::
Name: Rosa Torino
Title:
Billing Email: rosa.tirino@albanycountyny.gov
Phone Number: 5186557919

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

Title: _____

Contract #: 2026-0441

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Executive A1230

Date Submitted: 03/23/2026

Contact Person: [Wesley Hartmann]

Contact Phone: 518-447-7040

Vendor Info: Auctions International

Estimated Amount: 0.00

Scope of Services: Library Collection - Auction

Budget Line Item:

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

DIGITAL SIGNATURE PAGE

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTYNY.GOV

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

April 2, 2026

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

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

Chairwoman Cuningham and County Clerk Hidley

I am writing to respectfully request authorization to enter into an agreement with Auctions International to provide auctioneering services for the sale of the Neil Hellman Library collection. Auctions International will offer its services at reasonable rates to include the cost per lot sold and several services during and post auction. These costs are expected to be nullified by the sale of the general collection.

The Auctions International team is fully NYS-licensed, equipped with extensive auctioneering experience and key credentials. They are to assist with photography and advertising to maximize sales potential for Albany County. The library's general collection consists of an estimated 150,000 books, including 2,000 in the special collection. These are to be divided into lots and sold to interested buyers leveraging social media and targeted ads.

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

Sincerely,

Daniel P. McCoy
Albany County Executive

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2026-0441

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 AUCTIONS INTERNATIONAL, having an address at 11167 Big Tree Road East Aurora, NY 14052 (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 Auctions International to assist in the auction and sale of the Neil Hellman Library collection.; 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 May 1, 2026 and ending April 30, 2027.

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

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

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

and costs arising from the activities of its subcontractor(s).

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

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

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

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

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

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

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

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

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

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, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

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

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

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

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

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

1. Vendor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

i. The dangers of drug abuse in the workplace;

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

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

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

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

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

the Contract, the employee will:

i. Abide by the terms of the statement.

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

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

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

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

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

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

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

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

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

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

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

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

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

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

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

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

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

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

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

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERUPTION OF WORK [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.

DIGITAL SIGNATURE PAGE

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES

RFP#2026-022

SALE OF NEIL HELLMAN LIBRARY COLLECTION

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: Sale of Neil Hellman Library Collection_
RFP NUMBER: 2026-022

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 #2026-022

Neil Hellman Library Collection

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 #2026-022

Sealed Proposals for **Sale of Neil Hellman Library Collection** as requested by Albany County Department of General Services 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, February 27, 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 January 29, 2026

A SITE VISIT/WALK THRU WILL BE HELD ON *Tuesday February 3, 2026 @10:00am at Neil Hellman Library (392 Western Ave, Albany, NY 12203).* This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

Pamela O Neill
Purchasing Agent

Dated: ***January 22, 2026***
Albany, New York

PUBLISH ONE DAY – **JANUARY 29, 2026** -- THE EVANGELIST
PUBLISH ONE DAY – **JANUARY 29, 2026** -- THE TIMES UNION

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

Sale of Neil Hellman Library Collection

Department of General Services

RFP #2026-022

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 purchase and transportation of the former Saint Rose College Neil Hellman Library book collection as requested by Albany County Department of General Services.**

1.2 Albany County is requesting proposals from interested parties for the inventory, valuation, direct purchase, consignment, upcycling, or any other responsible solution for the remaining books from the former College of Saint Rose Neil Hellman Library. The collection consists of a wide variety of books, including, but not limited to: publications dating back to the 17th century, antique bibles, sheet music, DVDs, and academic periodicals.

1.3 **Albany County recently acquired the Neil Hellman Library and its remaining book collection. The County seeks to redevelop the building for community use and is unable to maintain the collection. We are requesting any responsible solutions for the wholesale liquidation of as many as 150,000 books.**

A SITE VISIT/WALK THRU WILL BE HELD ON *Tuesday February 3, 2026 @10:00am at Neil Hellman Library (392 Western Ave, Albany, NY 12203).* This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

2.1 One (1) copy 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 February 27, 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.

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 the following but not limited to the Department of General Services.**

,

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 ***transporting and wholesaling large book collections.***

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 **County is seeking services to help liquidate the remaining collection of the former College of Saint Rose Neil Hellman Library. Considered options include:**

4.1.1 Full wholesale or consignment of books for third-party buyers;

4.1.2 Donation of books to libraries or special interests;

4.1.3 Upcycling of material for alternative use;

4.1.4 Any additional responsible options that are not listed here.

4.2 Independent transportation of books to a responsible secondary location, including:

4.2.1 Providing means of transportation;

4.2.2 Providing packaging for shipping.

4.3 Purchase and removal of library shelves and fixtures is preferred but not required.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be ***for up to 90 days after the County's acceptance of proposal.***

5.2 he successful Proposer (consultant) shall be required to execute the Proffesional Services Agreement with the County of Albany-see attached

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 of General Services***. Proposals shall be evaluated based upon the following:

CRITERIA	***WEIGHT***
Ability to package and transport the remaining collection	30%
Price offered	30%
Responsible use, sale, or repurposing of material	20%
Quality of proposal	20%

8.3 Proposals will be examined and evaluated by, but not limited to, the ***Department of General Services*** 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

(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 FREEDEOM 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: 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

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Sale of Neil Hellman Library Collection
RFP Number: 2026-022

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:Sale of Neil Hellman Library Collection
RFP Number: 2026-022

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☐ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☐ No

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

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

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES 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 (the “County”), and ${|Vendor in Caps|.contract.vendor.legal_name.upcase}, having an address at ${|Vendor Full Address|.contract.vendor.full_address} (the “Consultant”). The County and Consultant may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of professional services in connection with ${|contract.synopsis_of_program|.contract.synopsis_of_program}; and

WHEREAS, the Consultant agrees to provide such professional 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 Consultant mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Consultant agrees to perform the professional 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. Consultant agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Consultant that the County will not compensate Consultant for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Consultant 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 Consultant, and Consultant 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 Consultant 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 Consultant within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Consultant in writing of the County’s reasons for objecting to all or any portion of the claim form submitted by Consultant. 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 Consultant of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Consultant or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Consultant represents and warrants that no person or agency has been employed or retained by Consultant 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. Consultant 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. Consultant 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 Consultant 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

Consultant 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. Consultant 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 Consultant 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

Consultant and each person signing on behalf of Consultant 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 Consultant 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 Consultant have not been knowingly disclosed by Consultant 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 Consultant 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 Consultant (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, Consultant 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, Consultant shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Consultant's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Consultant covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Country including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Consultant, 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 Consultant will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Consultant 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 Consultant and the Consultant 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 Consultant 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 Consultant, 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 Consultant's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Consultant 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

Consultant 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.

Consultant 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.

Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant 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, Consultant 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, Consultant, 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 Consultant 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, Consultant 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 Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant 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 Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Consultant 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 and professional liability. If Consultant is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Consultant 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 or equivalent.
- 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. Consultant 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. Consultant acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Consultant 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 Consultant.

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 Consultant's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Consultant will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Consultant 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

Consultant 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 Consultant, 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 Consultant either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Consultant'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

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

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

Upon termination of this Agreement, Consultant 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 Consultant pursuant to this Agreement; and
B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Consultant 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 Consultant 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 Consultant and/or set off against any sums due Consultant.

Notwithstanding any other provisions of this Agreement, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of Consultant's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Consultant, Consultant 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 Consultant to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute Consultant. The County may withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due to the County from Consultant 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 Consultant or its assignees of the final payment under this Agreement, whether by Consultant'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 Consultant 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 Consultant (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. Consultant 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

Consultant 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 Consultant's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Consultant 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 Consultant 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 Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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

A. **Lobbying**. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Consultant certifies that:
    1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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, Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
    3. Consultant 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. Consultant certifies that it and its principals:
        a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
        b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State of local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
        c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
        d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
    2. Where Consultant 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 (Consultants other than individuals)**. As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    1. Consultant 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 Consultant'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. Consultant's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance program; and
   iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction.
e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)

2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
   a. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
      i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance ore rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
   b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

3. **Drug-Free Workplace (Consultants who are individuals)**. As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
   1. As a condition of the Agreement, Consultant 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, Consultant 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 Consultant 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 [For Public Work Contracts Only]

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 Consultant hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant 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

Consultant 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

Consultant, 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 Consultant 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, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant 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: Consultant, 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. Consultant 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 Consultant 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 Consultant 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: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant 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 Consultant’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 Consultant under the Agreement until Consultant complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant 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. Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C.

§§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERUPTION OF WORK [For Public Work Contracts 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

If the Consultant 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 Consultant 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 Consultant on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

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

Response to:

REQUEST FOR PROPOSALS #2026-022

SALE OF NEIL HELLMAN LIBRARY COLLECTION

Bid Due: February 27, 2026

Prepared For:

County of Albany
Attn: Pamela O Neill, Purchasing Agent
112 State Street, Room 820
Albany, NY 12207
Tel: 518-447-7140 | Fax: 518-447-5588
Email: pamela.oneill@albanycountyny.gov

Prepared By:

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

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

County of Albany
Attn: Pamela O Neill, Purchasing Agent
112 State Street, Room 820, Albany, NY 12207
518-447-7140 | 518-447-5588 | pamela.oneill@albanycountyny.gov

February 27, 2026

RE: RFP #2026-022 – Sale of Neil Hellman Library Collection

Dear Ms. O Neill and Evaluation Committee:

Auctions International, Inc. is pleased to submit our proposal in response to RFP #2026-022 for the Sale of the Neil Hellman Library Collection. As a New York-based company founded in 2002, we bring more than two decades of experience supporting government agencies with transparent, compliant, and highly effective online auction services for surplus assets and liquidation projects.

Albany County has entrusted Auctions International, Inc. with its surplus asset sales since 2012 -- a longstanding partnership that reflects our reliability, our understanding of County operations, and our commitment to delivering consistent, high-quality results. We welcome the opportunity to extend that partnership to support the responsible liquidation of the Neil Hellman Library collection.

Although it may differ from the County's original intent for this solicitation, our proposal outlines a preservation-minded, efficient, and flexible approach that prioritizes responsible use, ethical handling, and sustainable disposition of the materials. Our in-place auction methodology minimizes disruption, reduces handling of fragile items, and maximizes value for the County of Albany.

We encourage the County to give due consideration to our proven in-place sale method for the liquidation of the Neil Hellman Library Collection. However, should the County pursue a different primary approach, we remain ready to assist with post-sale liquidation of remaining materials and fixtures, including bookshelves, utility carts, etc.

We appreciate your consideration and look forward to the opportunity to continue serving Albany County with the same professionalism and dependability that have defined our work together for more than a decade.

Respectfully submitted,

RJ Klisiewicz, Operations Manager
Auctions International, Inc.

Section II: Qualification, Experience, and Resumes

3.1 Firm Qualifications, History, and Background

Auctions International, Inc. is a New York-based company founded in 2002 and fully qualified to conduct business within New York State.

For more than 20 years, we have specialized in online auction services for government agencies, educational institutions, and nonprofit organizations. Our platform and processes were built around the transparency, auditability, and operational efficiency that government agencies require.

Headquartered in Western New York, Auctions International, Inc. has grown into one of the most trusted municipal auction partners in the country. Albany County has partnered with our firm since 2012, resulting in the successful sale of a wide variety of surplus assets and real estate.

New York's Auction Leader

- 24 Years of Success in Government Auctions
- 4,700 Clients in New York
- $95 Million Sold Annually
- 125,000+ Bidders
- Serving Government Agencies In All 62 New York Counties
- Awarded by Sourcewell National Cooperative
- Headquartered in NY
- Dedicated Account Team for Eastern NY

3.2 Professional Staff and Roles

At Auctions International, Inc., we pride ourselves on the strength of our dedicated local staff, which is central to the success of our auction operations throughout New York State and all along the East Coast.

Our company is staffed with over three dozen highly experienced auctioneers and professionals who specialize in auction services and client support, ensuring seamless execution of surplus asset auctions. This local presence powers us to deliver customized service and maintain the highest standards of professionalism for every auction.

Russ J. Scherrer, AMM, CAI, CAGA
Company President/Senior Auctioneer/Broker

Russ

Russ J. Scherrer, the founder of Auctions International, Inc., brings nearly 40 years of unparalleled experience in the auction industry, establishing himself as a leading professional auctioneer in New York.

Since founding the company in 2002, Russ has overseen the management of over $500 million in government auctions, consistently delivering exceptional results through teams and technology committed to client success.

A graduate of the Missouri Auction School and Bryant & Stratton Business Institute, Russ has continually honed his expertise, earning prestigious credentials such as the Certified Auctioneers Institute (CAI), the

Auction Marketing Management (AMM) designation, and membership in the Certified Appraisers Guild of America (CAGA), reflecting Russ's commitment to maintaining the highest standards of professionalism.

With auctioneer licenses in New York and surrounding states, Russ is adept at navigating complex multi-jurisdictional auction processes. As a member of the National Auctioneers Association, Russ is committed to ethical practices and innovation. His dedication to superior service has solidified his reputation as a trusted partner for municipalities.

Russ's leadership, extensive experience, advanced certifications, and proven track record of success make him a cornerstone of Auctions International, Inc.'s mission to provide industry-leading auction services.

Richard J. "RJ" Klisiewicz III, AMM, CAI
Operations Manager/Auctioneer

RJ

Richard J. "RJ" Klisiewicz III, Operations Manager and Associate Broker at Auctions International, Inc., brings over 14 years of dedicated experience to the company. RJ oversees the daily operations of the auction business, ensuring seamless execution and strategic oversight. A professional auctioneer in New York State, RJ works directly with clients and personnel to manage auction scheduling and execution.

RJ's credentials are extensive, reflecting his commitment to professional excellence. A graduate of the Missouri Auction School (2012), he holds designations from the Certified Auctioneers Institute (CAI) and Auction Marketing Management (AMM), completing his certifications in 2016 and 2021. As one of the first 60 professionals to complete the inaugural AMM course through the National Auctioneers Association, RJ has distinguished himself as an industry leader.

In addition to his operational responsibilities, RJ is deeply involved in advancing the auction profession. He serves on the Board of Directors for the Massachusetts Auctioneers Association and holds auctioneer licenses in multiple states. RJ's innovative approach to marketing has been instrumental in elevating Auctions International, Inc.'s auction services, ensuring robust bidder engagement and exceptional results for clients.

Marc Smith, Auction Manager and Sales Rep -- Eastern New York

Marc

Marc Smith is a dedicated sales professional with extensive experience in auction services and municipal asset disposition. As the Eastern New York Sales Representative for Auctions International, Inc., Marc provides government agencies in Albany County and the surrounding area with tailored auction solutions that maximize value and streamline liquidation.

With a strong background in client relations, auction facilitation, and market strategy, Marc specializes in delivering efficient and transparent auctions to municipalities and public agencies.

Marc and his team provide on-site services tailored to meet the needs of clients in Albany, Saratoga, and nearby counties. This includes professinal asset cataloging and photography. Marc is committed to delivering exceptional service, leveraging Auctions International, Inc.'s industry-leading online auction platform to expand bidder reach and enhance auction performance.

His ability to strategically catalog assets, market auctions, engage qualified buyers, and provide expert guidance makes him a trusted resource for procurement and fleet teams.

Kevin Reginato, Auction Coordinator and Sales Rep -- Eastern New York

Kevin

To continue providing exceptional service to Albany County and the surrounding communities, an additional member has been added to our sales team. Kevin Reginato has been assisting Marc Smith, your dedicated Sales Representative, within this territory for over three years. Kevin's primary responsibility is oversight of the auction process; providing on-site service at sellers' locations, where he gathers pertinent auction details and takes high-resolution photos of the assets to be sold.

Through Kevin's continued involvement, we are able to maintain short, manageable response times and ensure Albany County receives prompt service despite our growing client base.

Auctions International, Inc. strives to keep response times within 1 to 3 business days, recognizing that when the County is ready to sell, action is often required immediately. Marc Smith will remain Albany County's primary point of contact and your dedicated sales pepresentative, with Kevin providing additional support to enhance service efficiency and responsiveness.

Marc and Kevin's service delivery is tailored to meet the needs of each of their clients. This team's expertise spans fleet vehicle sales, heavy equipment auctions, and surplus asset management, ensuring clients receive comprehensive support and optimal results.

Barbara Linhardt, Listings Director

Barbara

Barbara Lindhardt has been a vital member of Auctions International, Inc. since 2015, leading the Listings Department with dedication and expertise. In her role, Barbara oversees the facilitation and management of all auction materials, ensuring their thorough review and seamless posting on AuctionsInternational.com. She ensures that auction listings are accurate, engaging, and informative, contributing to the success of each sale.

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

Marketing Department

Two of Auctions International, Inc.'s most influential team members, Craig Robbins and Jared Wypij lead the strategic marketing engine that drives bidder participation and maximizes auction returns for our clients. Their expertise ensures that every auction -- regardless of size, asset type, or location -- receives a tailored, high-impact promotional campaign designed to generate strong visibility and competitive bidding.

Craig Robbins, Advertising Manager

Craig

One of the longest-serving members of the Auctions International, Inc. team, Craig Robbins has overseen the company's marketing outreach since 2001. With more than two decades of experience, Craig has shaped the marketing framework that now supports thousands of successful municipal surplus auctions across New York State and beyond.

Craig leads the development and placement of targeted advertising campaigns, leveraging digital outreach, traditional media, and specialty market channels to ensure every asset reaches the right audience. His deep understanding of bidder behavior, regional market trends, and asset-specific demand allows him to craft campaigns that consistently elevate participation and drive higher sale prices for our government clients.

Jared Wypij, Marketing Specialist

Jared

Since joining the company in 2016, Jared Wypij has expanded Auctions International, Inc.'s digital marketing capabilities and strengthened the data-driven approach behind each auction. He manages online advertising, social media promotion, and bidder engagement strategies that reach our 125,000+ registered buyers.

Jared also oversees the creation of post-auction performance reports, ensuring clients receive clear, accurate, and actionable insights. His analytical expertise helps refine future campaigns, optimize research, and maintain the highest standards of transparency and accountability our municipal partners expect.

Through this comprehensive, hands-on approach, Craig and Jared ensure that every auction is positioned for maximum exposure, competitive bidding, and optimal financial results. Their commitment to precision, creativity, and continuous improvement makes them invaluable to Auctions International, Inc.'s clients and a driving force behind our longstanding success.

Amy Wick, Customer Service Manager

Amy

With 16 years of dedicated service at Auctions International, Inc., Amy Wick has established herself as a vital leader in ensuring exceptional customer support.

As Customer Service Manager, Amy oversees all aspects of customer service operations, ensuring that buyers and sellers receive timely, efficient, and effective assistance throughout each auction.

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

She has played a key role in implementing and managing the upgraded bidder registration process, which now includes robust identity verification measures, ensuring security for participants. Amy's problem-solving expertise and dedication to client success make her an integral part of Auctions International, Inc.'s continued growth and outstanding reputation.

Michael Madison, Director of Finance

Mike M.

Michael Madison manages and oversees Auctions International, Inc.'s Accounting Department. His team is responsible for seamless operation and efficient reconciliation of the customer payment process, consignor refunds, and auction closeout payments and reporting.

This team also maintains sales reporting, sales tax administration, and management of quarterly/annual financial statements.

Mike has 15 years of banking experience and 20 years of controller/CFO experience. He earned his Bachelor's of Science degree in Business Management from Canisius College in 1983, and also earned his Master of Business Administration degree, with concentration in Finance, from SUNY Buffalo in 1994.

Mike Skweir, IT Director

Mike S.

As Auctions International, Inc.'s lead software developer, Mike Skweir manages and oversees all technological operations and upgrades. He works directly with our clients' government teams to adjust and modify all technology implementations to meet the custom needs of specific agencies.

Mike also developed, maintains, and upgrades Auctions International, Inc.'s detailed clerking software which is integrated into the auction process, ensuring efficient registration and checkout for auction events.

Alicia Andrews, Proposal Manager

Alicia

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

Alicia's in-depth knowledge of auction processes, compliance standards, and client priorities enables her to craft tailored solutions that align with

organizational goals. Her ability to navigate the complexities of auction contracting are instrumental in driving the company's success and growth in government auctions.

Shawn Foss, Auction Specialist & Setup Manager

Shawn

With over four decades of experience in the auction industry, Shawn Foss brings unmatched expertise and enthusiasm to every auction. A graduate of the prestigious Missouri Auction School, Shawn began his career in 1979 with Foss Auto and Auction, a family-run business specializing in merchandise case lot sales and personal property auctions.

Shawn has been an integral part of our professional team since 1989, when he began working with our founder and senior auctioneer, Russ Scherrer, at what was then known as Scherrer Auctions. During this time and continuously through the exapnsion of Auctions International, Inc., Shawn has delivered seamless and successful auctions for our clients.

Shawn provides support with auction preparation, ensuring that each event is organized, efficient, and impactful. Shawn's deep knowledge of auction operations and passion for delivering results make him a trusted and valuable member of our team.

Local Staffing with National Reach

At Auctions International, Inc., we pride ourselves on the strength of our dedicated local staff, which is central to the success of our operations.

With our headquarters located in Western New York, we have over three dozen highly experienced team members who specialize in auction services and client support, ensuring seamless execution of surplus asset auctions.

Our workforce includes more than 30 residents of New York State, ensuring our company's success plays a vital role in supporting local communities and regional growth.

Our New York team includes the following personnel:

- **Russ Sherrer, Owner & Auctioneer**
- **RJ Klisiewicz, III, Operations Manager & Auctioneer**
- **Amy Wick, Customer Service Manager**
- **Michael Madison, Accounting Manager**
- **Barbara Linhardt, Listings Director**
- **Craig Robbins, Advertising Manager**
- **Jared Wypij, Marketing and GIS Specialist**
- **Nicole Adamowicz, Marketing and Real Estate Agent**
- **Chris Bogue, Accounting and Human Resources**
- **Shawn Foss, Auction Specialist**
- **Ruth Metzger, Operations Associate**
- **Melanie Metzger, Accounting Specialist**

- **Erika Brenkus, Accounting Specialist**
- **Rachel Thies, Accounting Specialist**
- **Melissa Mejia, Accounting Specialist**
- **Alexandria Holt, Listings Specialist**
- **Bob Behnke, Field Crew**
- **Garry Connors, Field Crew**
- **Salaheddin Alsammak, Field Crew**
- **Christopher Maciejewski, Field Crew**
- **Wilfredo Santiago, Field Crew**
- **Tim Marciniak, Customer Service**
- **Jill Smith, Business Development Specialist**
- **Jim Giovaniello, Sales Representative -- Long Island**
- **Jeff Laxton, Sales Representative -- Central New York**
- **Johanna Hopkins, Sales Representative -- Central New York**
- **Marc Smith, Sales Representative -- Eastern New York**
- **Kevin Reginato, Sales Representative -- Eastern New York**
- **Tom Eagan, Sales Representative -- Central New York**
- **Bob Anderson, Sales Representative -- Western New York**
- **Cherie Anderson, Sales Representative -- Western New York**
- **Dominic Czarniak, Sales Representative -- Western New York**
- **Len Cain, Sales Representative -- Southern New York**
- **Gary Baxter, Customer Relations**

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

Our out-of-state team members include:

- **Mike Skweir, IT Director**
- **Alicia Andrews, Proposal Manager**
- **Emily Linhardt, Listings Specialist**
- **Dave Cazeault, Sales Representative -- MA, RI & CT**
- **Tyler Richardson, Sales Representative -- NH & VT**
- **Randall Main, Sales Representative -- ME**
- **Rick Bray, Sales Representative -- MD & PA**
- **Oliva Verba, Sales Representative -- NJ**
- **Elijah D'Janite, Sales Representative -- NJ**
- **John Miller, Sales Representative -- NC & SC**
- **Tim Weidner, Sales Representative -- MI**
- **Carl Carr, Sales Representative -- KS & WY**

This combination of local and national presence enables us to deliver personalized service and maintain the highest professional standards for every auction we conduct. Our company's future growth plans include further staff development both within New York State and elsewhere throughout the U.S.

3.3 Authorized Representatives

- **Personnel:** Richard "RJ" Klisiewicz, III, Operations Manager/Auctioneer
  Russ Scherrer, Owner and Senior Auctioneer

- **Address & Contact Info:** 11167 Big Tree Rd., East Aurora, NY 14052
  800-536-1401 | RFP@auctionsinternational.com

3.4 Experience Managing the Liquidation of Books

Auctions International, Inc. brings a long, proven history of managing the full lifecycle of library asset disposition -- from books and media to shelving, equipment, and mixed collections. Over more than a decade of supporting public agencies, educational institutions, and nonprofit organizations, we have refined a set of practices that adapt to the unique composition and condition of each collection.

Rather than applying a single formula, our team evaluates the character of the materials on site and selects the most effective lotting approach for the client's goals. Large inventories are often grouped by theme or function -- such as academic texts, children's literature, audiovisual media, hobby and craft materials, or general reference -- while other projects benefit from bulk offerings sold by box, shelf section, or pallet. When appropriate, specialty subsets (including rare volumes, archival materials, or unique media formats) are isolated to maximize visibility and buyer interest.

A core advantage of our approach is our emphasis on in-place sales. By conducting the auction directly from the client's facility, we reduce unnecessary handling, avoid transportation costs, and maintain the original organization of the collection. This method consistently shortens project timelines and preserves the integrity of the materials until transfer to the winning bidder.

Our portfolio includes successful liquidation projects for the City of Albany, Utica Children's Museum, Woodward Memorial Library, and the Town of Plymouth Library, among many others. These engagements have ranged from full-scale book collection dispersals to the sale and removal of metal and wooden shelving systems. Clients such as Hannibal CSD, Cayuga-Onondaga BOCES, and Wings of Eagles Discovery Center have relied on our team to coordinate safe removal, maintain clear documentation, and ensure minimal disruption to ongoing operations.

This breadth of experience positions Auctions International, Inc. to support Albany County with a streamlined, transparent, and cost-effective process for the Neil Hellman Library Collection. Whether the County elects to pursue category-based lotting, bulk liquidation, or a hybrid approach, our team is prepared to deliver a well-organized, efficient, and client-centered solution.

ⓘ **Examples of past sales of book collections are shown on the following pages.**

3.5 References

Provided in **SECTION III**.

EXAMPLE AUCTION:
AUBURN, NY

CITY OF AUBURN PLANNING DEPT., AUCTION #2-NY #31388 (108 lots)

All items closed

BID GALLERY | AUCTION INFO | LOCATION

← Back to List
Edit Item

Lot # 0086: Book Shelves of Books, Board Games & More

Save Print

PREVIOUS ITEM NEXT ITEM

High Bidder:	Organic 09
Current Bid:	$210.00 (bids: 31)
Min Bid:	$220.00
Bid Increment: ?	$10.00
Buyer's Premium: ?	14.00%
Time Remaining:	Closed
Bidding Ended:	Mon, Jan 16, 2023 at 07:33:00 pm ET

Item has been viewed 297 times

Share this item!

Details

Book Shelves of Books, Board Games & More

Book shelves are included

Items are in used condition.

ALL ITEMS MUST BE REMOVED BY 1/30 NO EXCEPTIONS

NO HELP WITH REMOVAL – BRING YOUR OWN HELP & BRING YOUR OWN TOOLS.

Please review all Auction terms at left side of auction before bidding

Terms of Sale:
All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

Bid History

EXAMPLE AUCTION:
CAPITAL DISTRICT SCHOOL DISTRICT

SCHOHARIE CSD, NY #17609 (4 lots)

All items closed

BID GALLERY | AUCTION INFO | LOCATION

← Back to List
Edit Item

Lot # 0001: Various Solid Wood Library Shelves and More

Save Print

PREVIOUS ITEM NEXT ITEM

High Bidder:	townofvanetten
Current Bid:	$1,400.00 (bids: 33)
Min Bid:	$1,425.00
Bid Increment: ?	$25.00
Buyer's Premium: ?	14.00%
Time Remaining:	Closed
Bidding Ended:	Wed, May 15, 2019 at 06:50:00 pm ET

Item has been viewed 1210 times

Share this item!

Details

Various Solid Wood Library Shelves and More

Also various work stations

Tables, chairs, newspaper rack

Books and equipment not included

Items are used and in working condition.

Please review all Auction terms at left side of auction before bidding

Terms of Sale:
All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

Bid History

EXAMPLE AUCTION:
LONG ISLAND SCHOOL DISTRICT

EASTERN SUFFOLK BOCES-NY #37101 (8 lots)

All items closed

BID GALLERY | AUCTION INFO | LOCATIONS

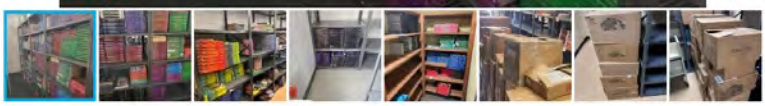
← Back to List
Edit Item

Lot # 0001: (7784) Textbooks

ITEM LOCATION: 100 Barton Ave, Patchogue, NY 11772

Save Print

PREVIOUS ITEM NEXT ITEM



High Bidder:	fil6more
Current Bid:	$1,075.00 (bids: 50)
Min Bid:	$1,100.00
Bid Increment: ?	$25.00
Buyer's Premium: ?	12.77%
Time Remaining:	Closed
Bidding Ended:	Tue, Apr 23, 2024 at 06:31:04 pm ET

Item has been viewed 620 times

Share this item!

Details

(7784) Textbooks

See attached spreadsheet for inventory list

In good shape

Items are used.

EXAMPLE AUCTION:
PLYMOUTH, MA MUNICIPAL LIBRARY

TOWN OF PLYMOUTH LIBRARY-MA #35760 (3 lots)

All items closed

BID GALLERY | AUCTION INFO | LOCATION

← Back to List
Edit Item

Lot # 0001: Antique Linotype Machine

Save Print

PREVIOUS ITEM NEXT ITEM

High Bidder:	preachers1ab
Current Bid:	$410.00 (bids: 33)
Min Bid:	$420.00
Bid Increment: ?	$10.00
Buyer's Premium: ?	12.00%
Time Remaining:	Closed
Bidding Ended:	Tue, Dec 26, 2023 at 08:01:10 pm ET

Item has been viewed 921 times

Share this item!

Details

Antique Linotype Machine

Mergenthaler Linotype Company

Model: 8

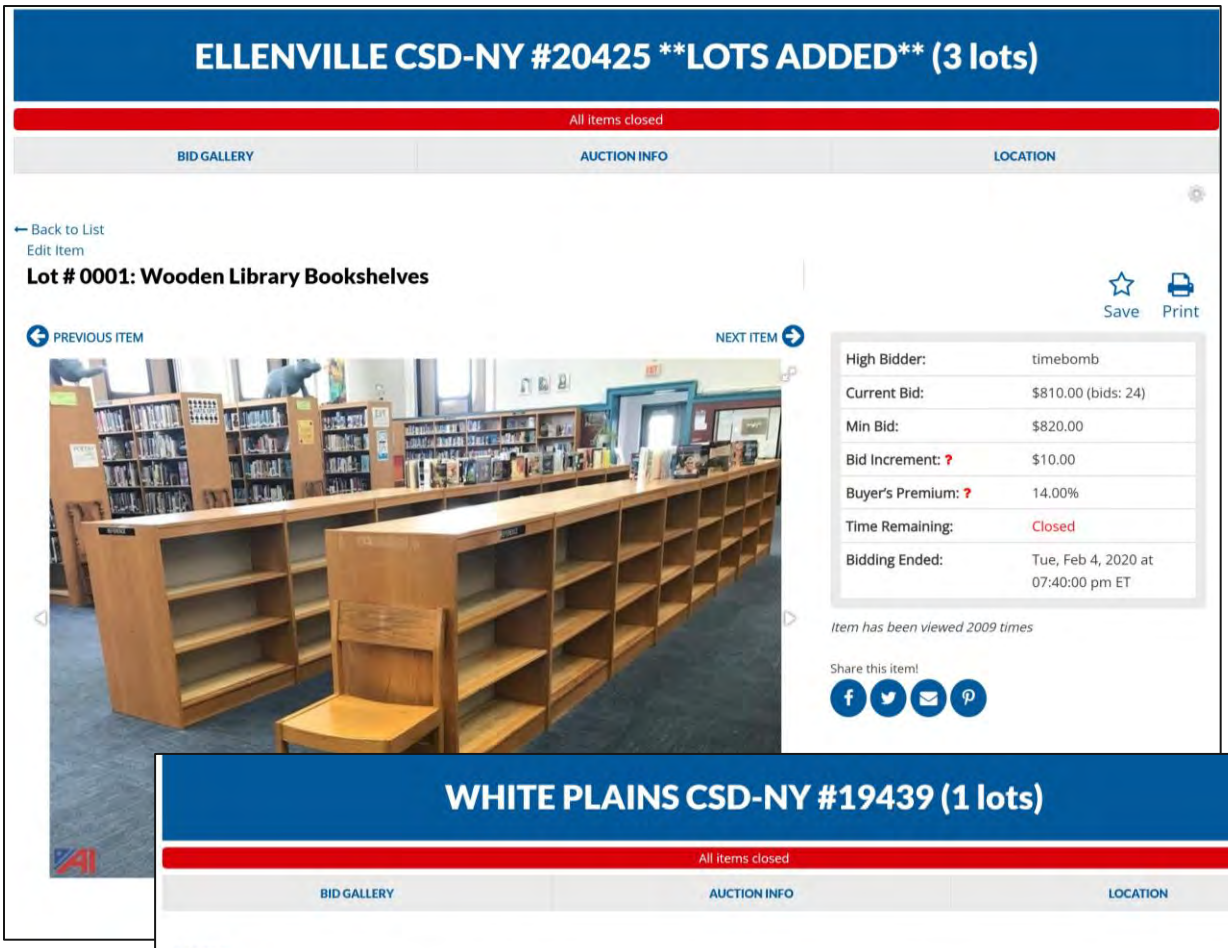
S/N: 42122R

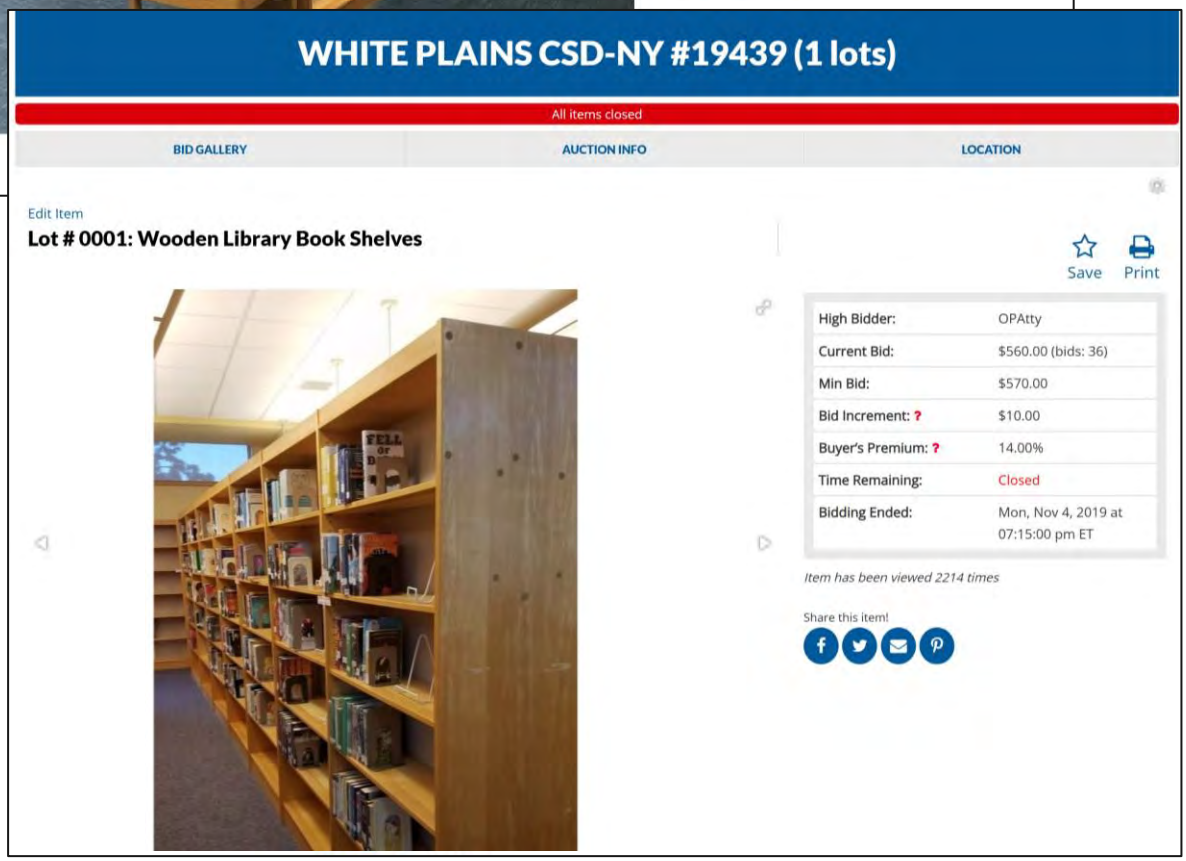
With all books, type, and equipment

Item is used and in unknown working condition.

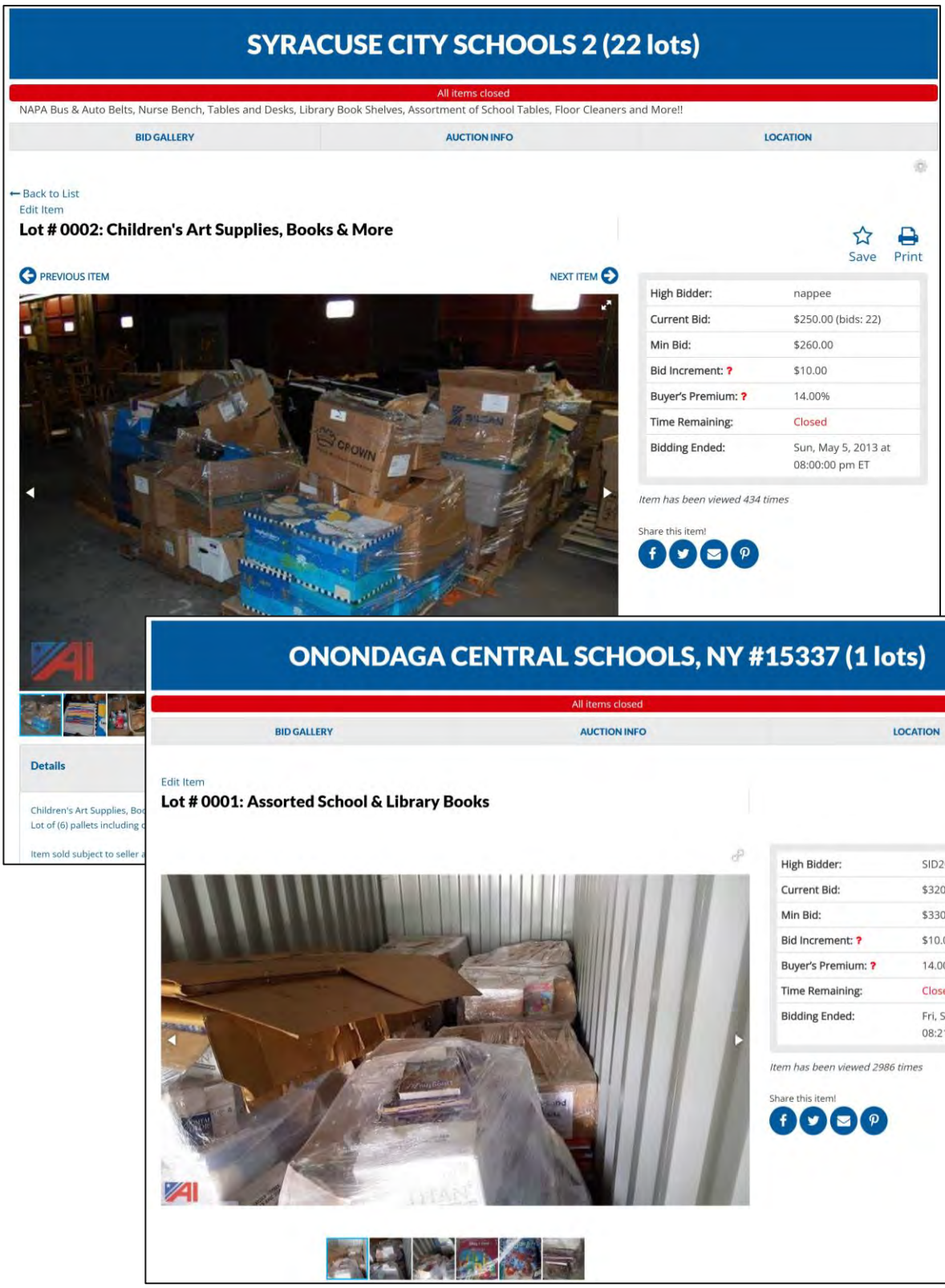
Buyer must bring help to move out through the double doors and into the parking lot.

EXAMPLE AUCTIONS:
HUDSON VALLEY SCHOOL DISTRICTS

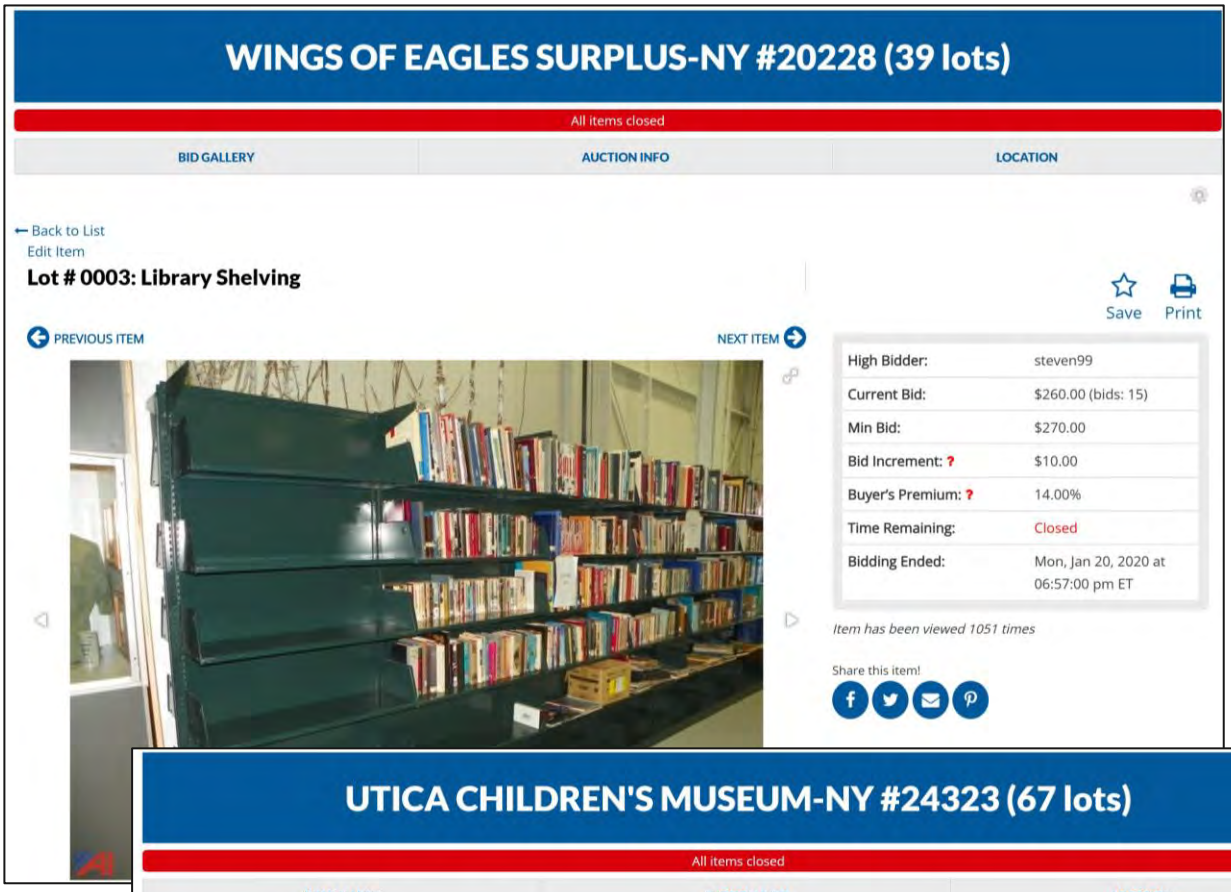




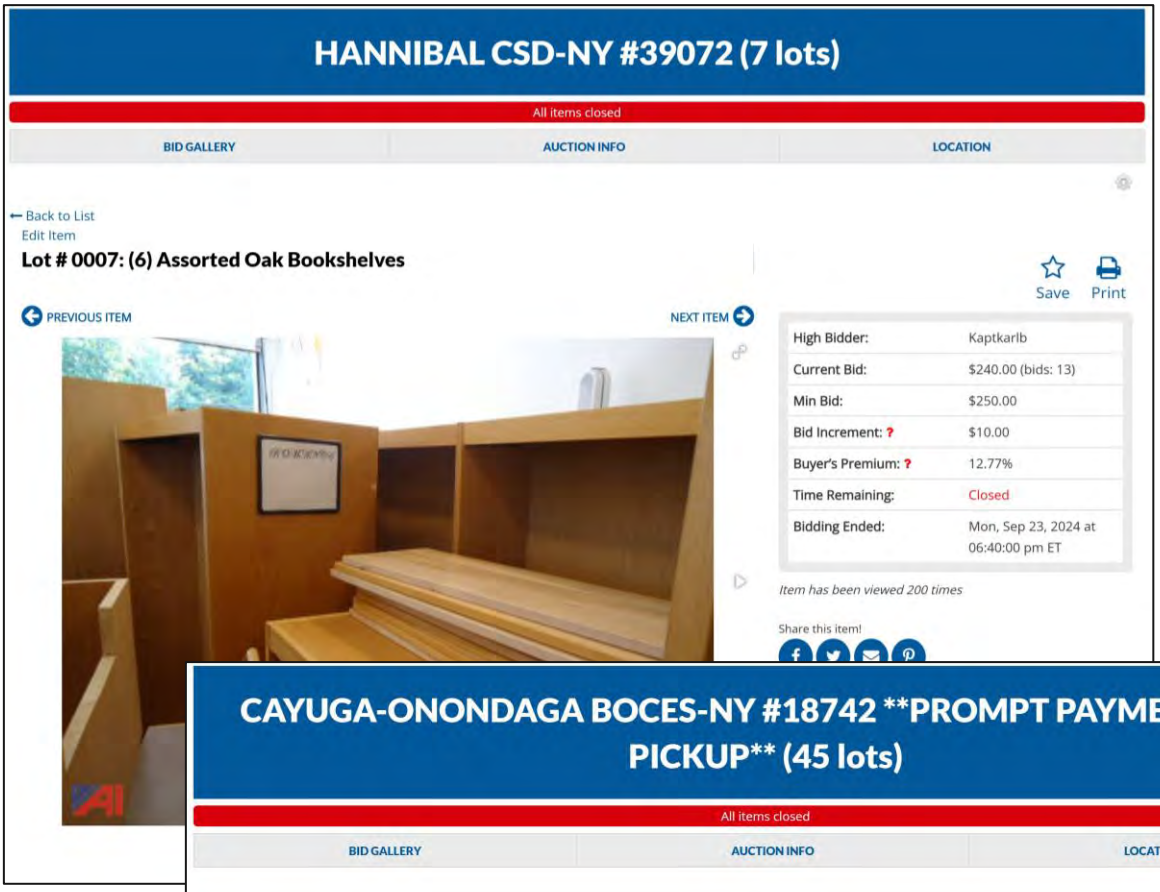
EXAMPLE AUCTIONS:
SYRACUSE & ONONDAGA SCHOOL DISTRICTS

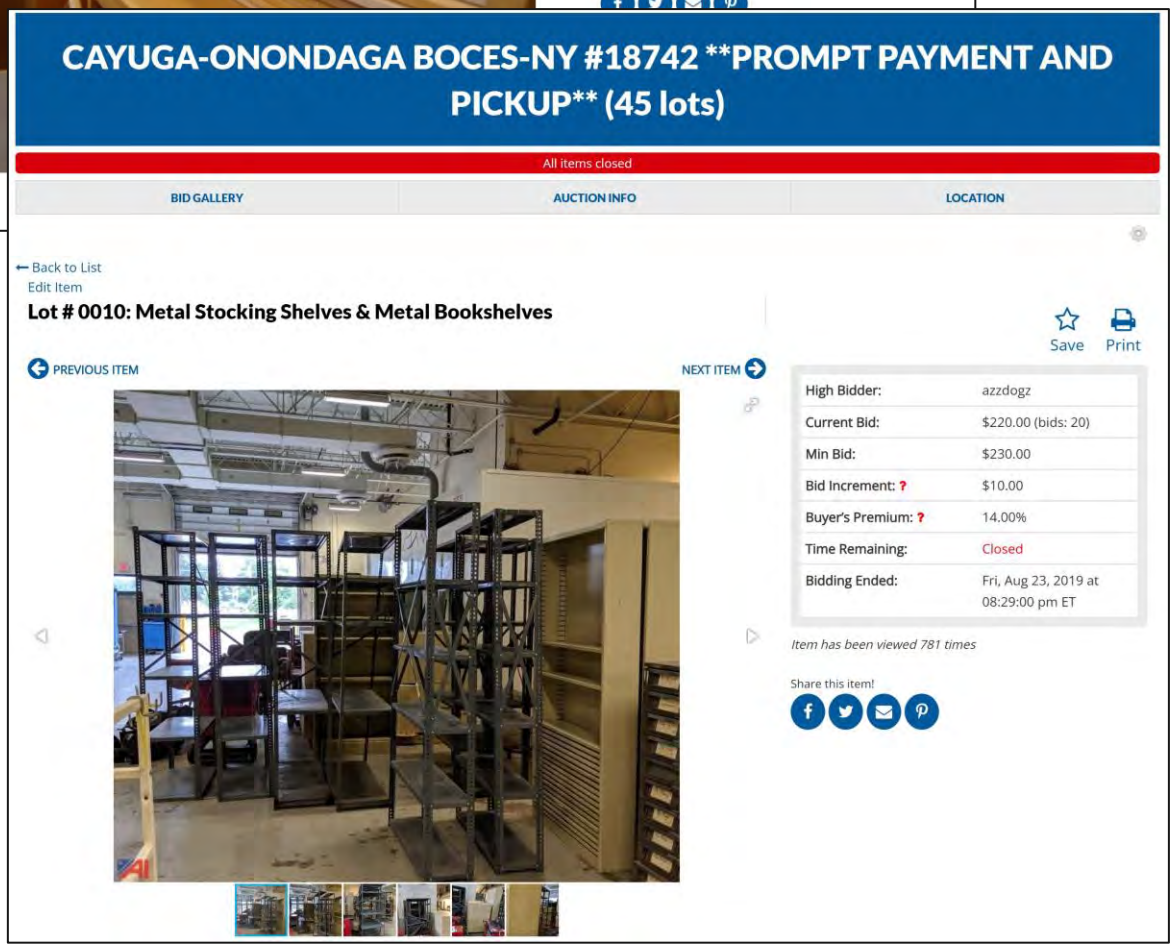


EXAMPLE AUCTIONS:
NEW YORK NONPROFIT ORGANIZATIONS

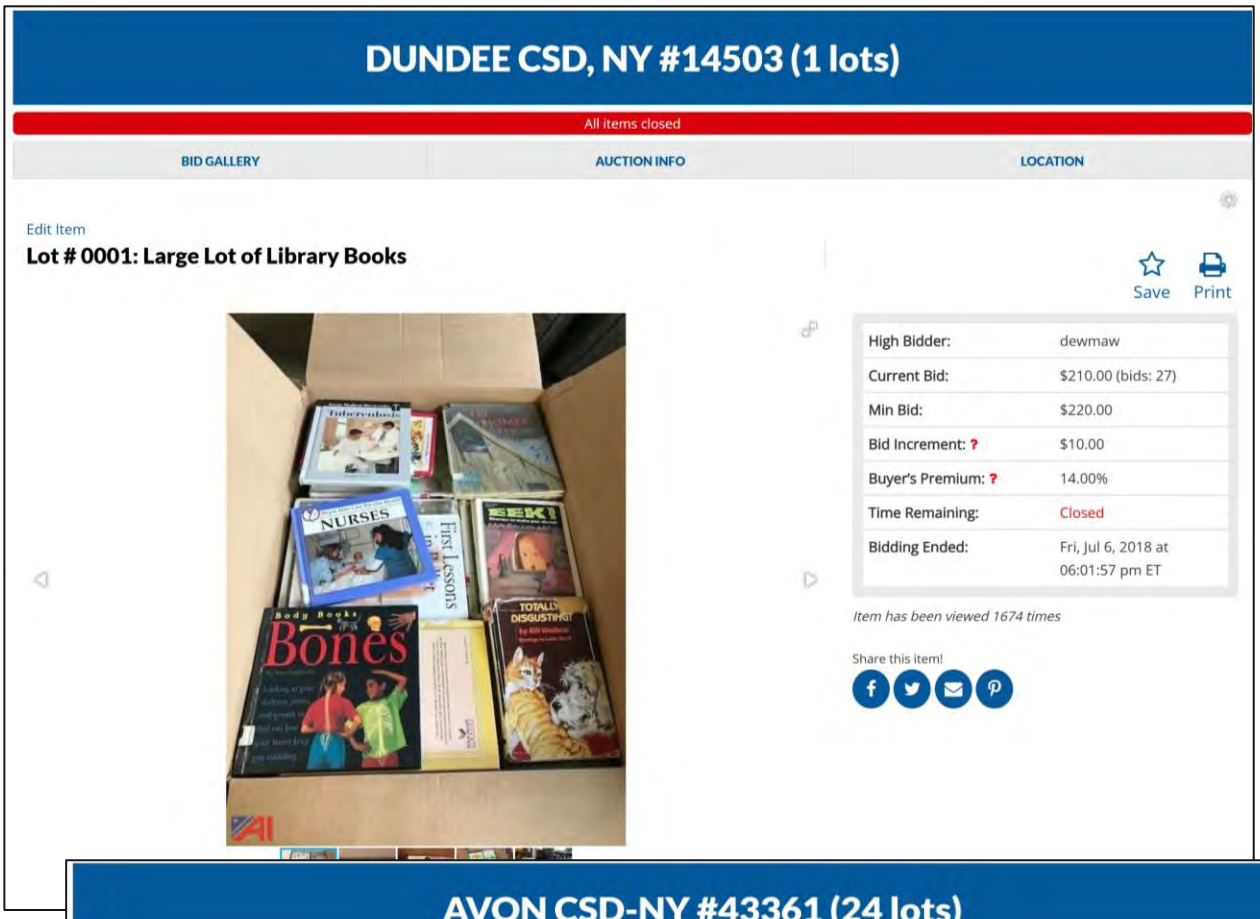


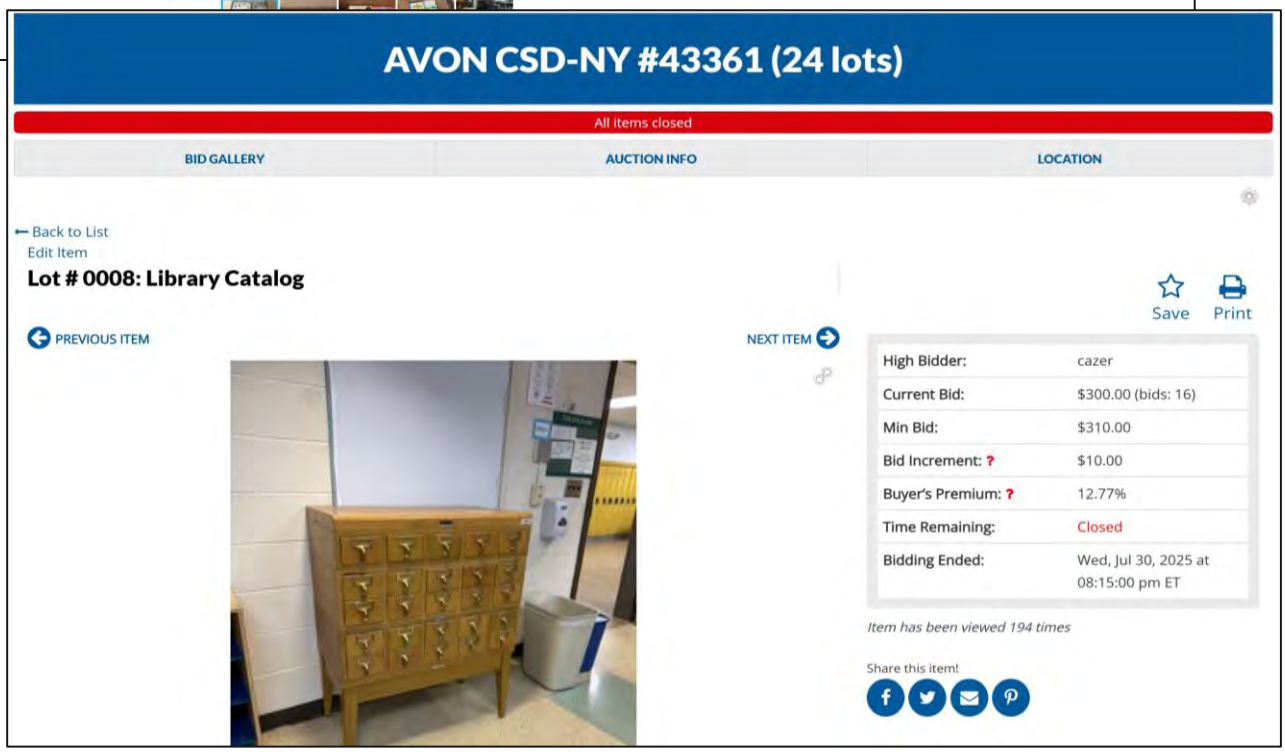
EXAMPLE AUCTIONS:
CENTRAL NEW YORK SCHOOL DISTRICTS



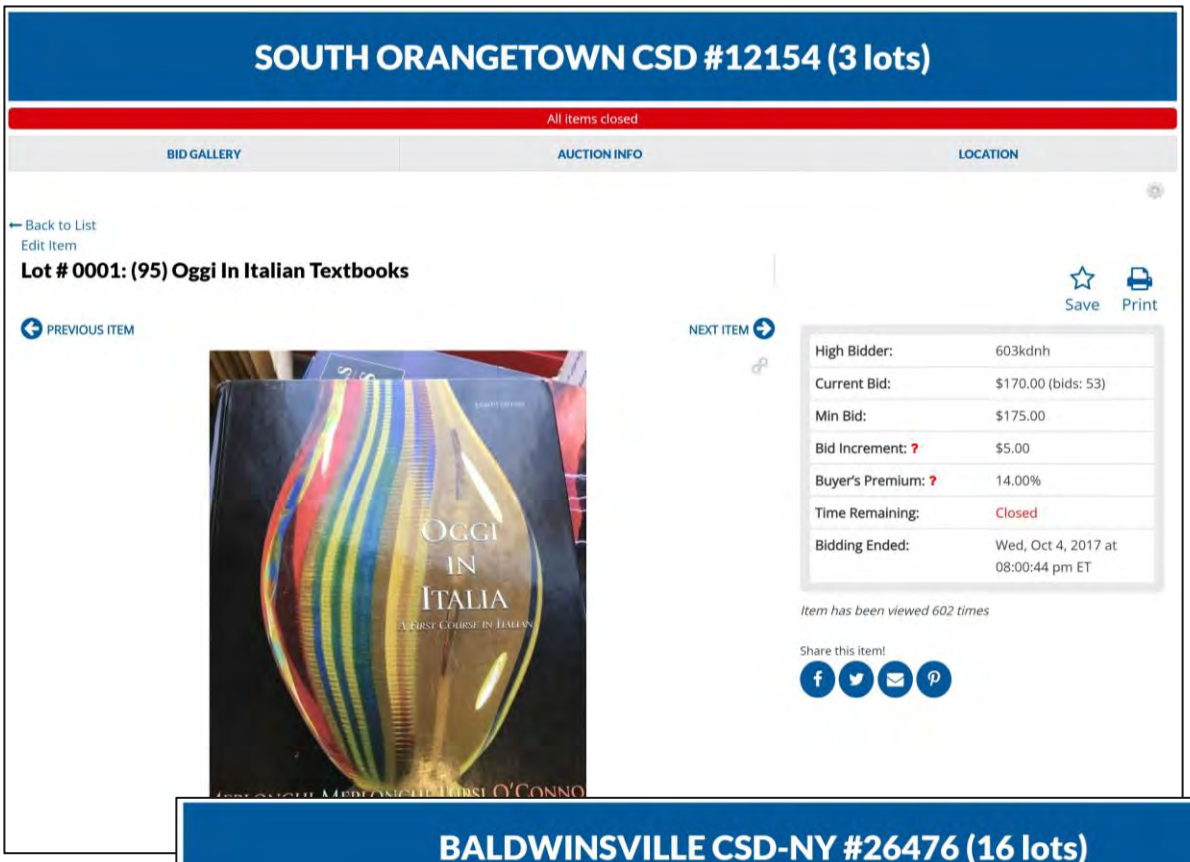


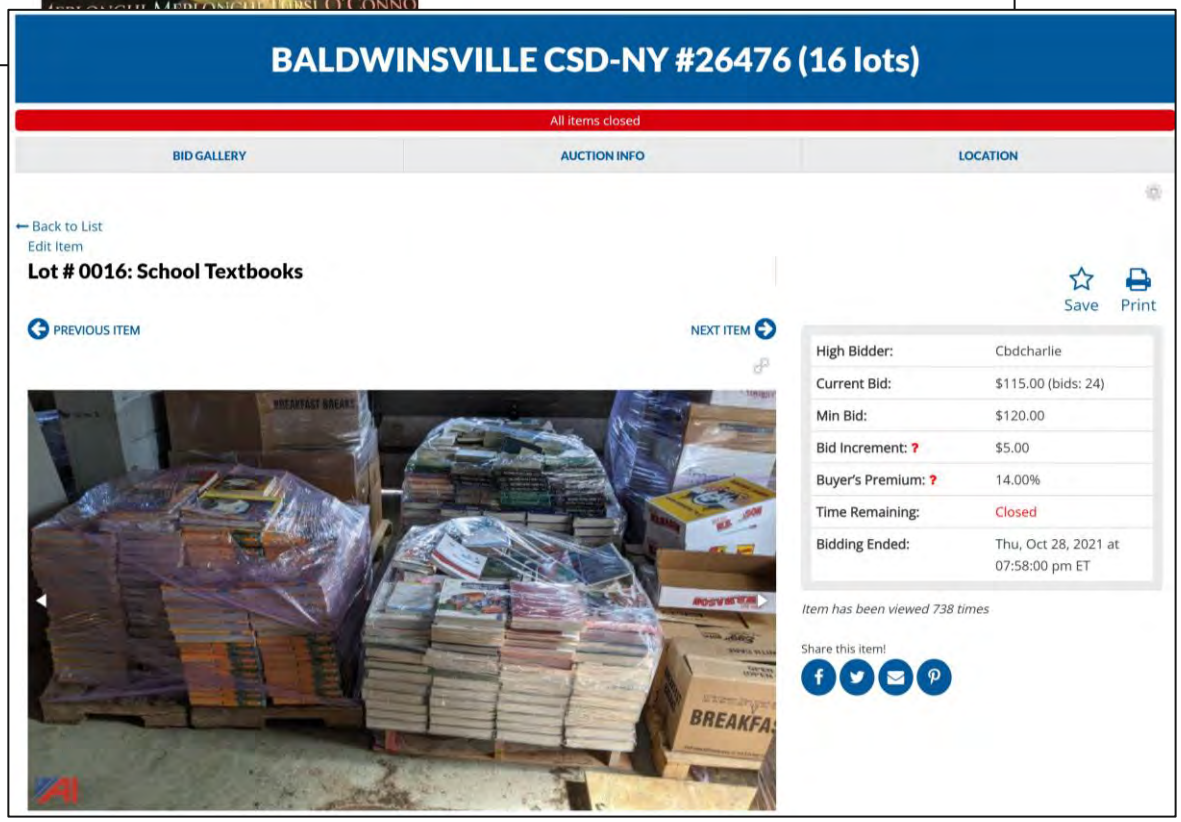
EXAMPLE AUCTIONS:
FINGER LAKES REGION SCHOOL DISTRICTS





EXAMPLE AUCTIONS:
NY SCHOOL DISTRICT TEXTBOOK SALES





3.6 Additional Distinguishing Qualifications

Auctions International, Inc. offers several advantages that directly benefit Albany County and its liquidation goals:

- **Zero-cost model:** No required fees to the County for our in-place auction program
- **Proven partnership:** With more than a decade of successful surplus asset sales for Albany County, you'll know you're working with a trustworthy vendor
- **Large, active bidder base:** Nearly 130,000 registered bidders, including buyers, resellers, and institutional purchasers
- **Customized marketing campaigns:** Bidder outreach can be curated to reach targeted audiences such as book resellers, nonprofits, and recycling partners, as well as Albany County's local constituents
- **Audit-ready processes:** Fully documented, transparent, and compliant with public-sector procurement standards

Our Commitment to Community Impact

Auctions International, Inc. is deeply committed to strengthening the communities we serve, and that commitment extends beyond our day-to-day operations.

An initiative launched by our Founder, Owner, and Senior Auctioneer Russ Scherrer, our company is proud to support a range of worthwhile charitable organizations whose missions align with our values of service, compassion, and public stewardship.

Our ongoing monetary donations include contributions to important organizations that make a positive impact nationally and globally, such as:

- **Wounded Warrior Project**
- **St. Jude Children's Research Hospital**
- **Tunnel to Towers Foundation**
- **UNICEF**

This community commitment reflects our core belief that successful organizations have a responsibility to give back in meaningful ways. These partnerships allow us to help provide critical support to veterans and their families; advance lifesaving pediatric research and treatment; deliver humanitarian aid to vulnerable children around the world; and honor the sacrifices of first responders and military heroes.

Additionally, our Operations Manager and Licensed Auctioneer RJ Klisiewicz, III often provides in-kind bid-calling services for charity auctions benefiting nonprofit service organizations as well as community schools.

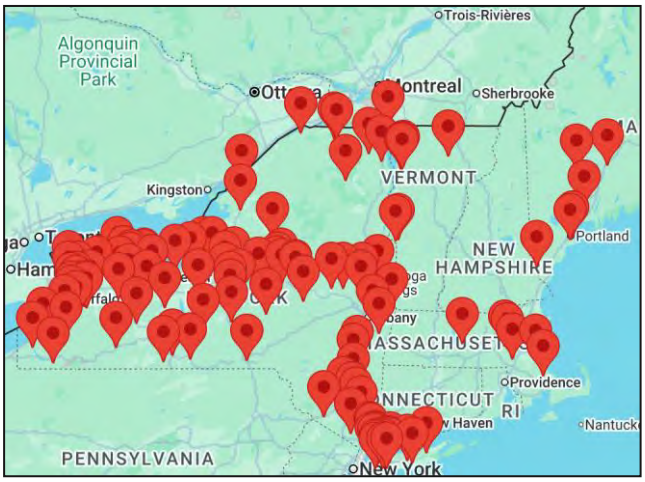
Through investment of funds and time in these causes, Auctions International, Inc. reinforces its long-standing commitment to social responsibility and demonstrates the same integrity, care, and community focus that we bring to every client relationship.

Section III: References

Since our founding in 2002, Auctions International, Inc. has grown from a regional auction provider into one of the largest government surplus auction platforms in the United States, serving more than 5,000 municipal, educational, and other clients nationwide -- including thousands across New York State.

Our team of auction professionals bring extensive experience managing the sale and responsible disposition of surplus library materials, including large collections of books, educational resources, media, and associated library equipment. Over the past 15 years, we have successfully supported book liquidation projects for City of Albany, Utica Children's Museum, Woodward Memorial Library (Genesee County), and the Plymouth Public Library in Massachusetts.

WE HOST HUNDREDS OF NEW YORK AUCTIONS EVERY DAY



All of these auctions included the successful coordination and operation of in-place sales, bulk liquidations, and itemized lotting strategies tailored to each client's specific sales goals.

Examples of some of our past sales of books and bookshelves are provided in **SECTION II**.

Our team has also facilitated the efficient sale and removal of metal and wooden bookshelves for clients such as Hannibal CSD, Cayuga-Onondaga BOCES, and Wings of Eagles Discovery Center, ensuring safe handling, clear documentation, and minimal disruption to facility operations. This depth of experience allows us to confidently support the County of Albany with a streamlined, transparent, and cost-effective liquidation process for the Neil Hellman Library Collection.

Over more than two decades, Auctions International, Inc. has become a trusted partner to municipalities, school districts, and other government agencies, returning more than $290 million to New York public agencies through asset liquidations.

Our portfolio includes contracts with counties, cities, and authorities throughout Eastern New York, giving us a deep understanding of the operational, compliance, and reporting standards expected by New York procurement officials. This experience ensures that Albany County will benefit from a vendor already fluent in the state's statutory requirements, municipal codes, and public accountability practices.

On the following pages, we have provided contact information for clients we have served for similar projects as scoped in the County of Albany's RFP, including many government agencies in Eastern New York and the surrounding region.

Similar Projects:
Auctions of Books, Shelving & Library Materials

Client Agency **City of Auburn**
Contact Person Jennifer Haines, City Manager
Address 24 South St., Auburn, NY 13021
Phone & Email 315-255-4114 | jhaines@auburnny.gov

Client Agency **Chappaqua Central School District**
Contact Person Eros Corpus, Purchasing Clerk
Address 70 Roaring Brook Rd., Chappaqua, NY 10514
Phone & Email 914-238-7200 Ext. 1013 | ercorpus@chappaquaschools.org

Client Agency **Avon Central School District**
Contact Person Kristen Murphy, School Business Administrator
Address 191 Clinton St., Avon, NY 14414
Phone & Email 585-226-2455 Ext. 1416 | kmurphy@avoncsd.org

Client Agency **Woodward Memorial Library**
Contact Person Betsy Halvorsen, Library Director
Address 7 Wolcott St., LeRoy, NY 14482
Phone & Email 585-768-8300 | bhalv@nioga.org

Client Agency **North Syracuse Schools**
Contact Person Darin Crouch, Assistant Director of Facilities
Address 5520 East Taft Rd., North Syracuse, NY 13212
Phone & Email 315-391-5049 | dcrouch@nscsd.org

Client Agency **Eastern Suffolk BOCES**
Contact Person Laurie Conley, Purchasing Administrator
Address 201 Sunrise Hwy., Patchogue, NY 11772
Phone & Email 631-687-3160 | ttennant@esboces.org

Client Agency **Town of Plymouth Library**
Contact Person Sandra Strassel, Procurement Officer
Address 26 Court St., Plymouth, MA 02360
Phone & Email 508-747-1620 Ext. 10107 | sstrassel@plymouth-ma.gov

Additional New York References

Client Agency **Albany County**
Contact Person Christine Tashjian, Dept. of General Services
Address 449 New Salem Rd., Voorheesville, NY 12186
Phone & Email 518-447-7773 | keith.siegel@albanycountyny.gov

Client Agency **City of Albany**
Contact Person Ed Mach, Landfill Superintendent
Address 525 Rapp Rd., Albany, NY 12205
Phone & Email 518-434-5140 | emach@albanyny.gov

Client Agency **Saratoga County**
Contact Person John Warmt, Director of Purchasing
Address 50 West High Street, Ballston Spa, NY 12020
Phone & Email 518-885-2210 | jwarmt@saratogacountyny.gov

Client Agency **Ontario County**
Contact Person Jenifer Langer, Purchasing Director
Address 20 Ontario Street, Canandaigua, NY 14424
Phone & Email 585-396-4442 | jenifer.langer@ontariocountyny.gov

Client Agency **Chautauqua County**
Contact Persons Jim D'Angelo, Fleet Manager
Becky Anderson, Purchasing Agent
Address 454 North Work Street, Falconer, NY 14733
Phone & Email Fleet: 716-661-8407 | dangeloj@chqgov.com
Purchasing: 716-661-8404 | AndersoB@co.chautauqua.ny

Client Agency **Chemung County**
Contact Persons James "Tony" Givens
Tricia Wise, Purchasing Director
Address P.O. Box 588, Elmira, NY 14902
Phone & Email 607-737-5516 | jgivens@chemungcountyny.gov
607-873-1200 | cnsherwood@chemungcountyny.gov
Purchasing: 607-737-2917 | twise@co.chemung.ny.us

Client Agency **New York State Canal Corporation**
Contact Person John Naberezny, Canal Section Superintendent
Address 200 Davis Ave., Waterford, NY 12188
Phone & Email 518-257-9286 | john.naberezny@canals.ny.gov

Section IV: Plan Implementation

Auctions International, Inc. will implement a structured, efficient, and preservation-minded plan to support Albany County in the liquidation of the Neil Hellman Library collection. Our approach is designed to minimize disruption, reduce handling of fragile materials, and maximize responsible reuse and sale outcomes.

Just as proven successful under the liquidation process we have employed for the County since 2012, we will provide on-site inventory services wherein our staff will provide professional cataloging services at your facility. This will include photography/video of lots in order to provide thorough auction listings for review by the bidding public.

Our plan is designed to be flexible and customizable to meet specific needs or preferences held by the County.

Project Initiation and Coordination

Upon award, our Operations Manager, Richard "RJ" Klisiewicz, will serve as the County's primary point of contact. During the kickoff phase, we will:

- Confirm project objectives, timelines, and County preferences.
- Conduct an on-site walkthrough to assess the collection's layout, condition, and logistical considerations.
- Establish communication protocols and preview schedules.

This ensures full alignment with Albany County's expectations from the outset.

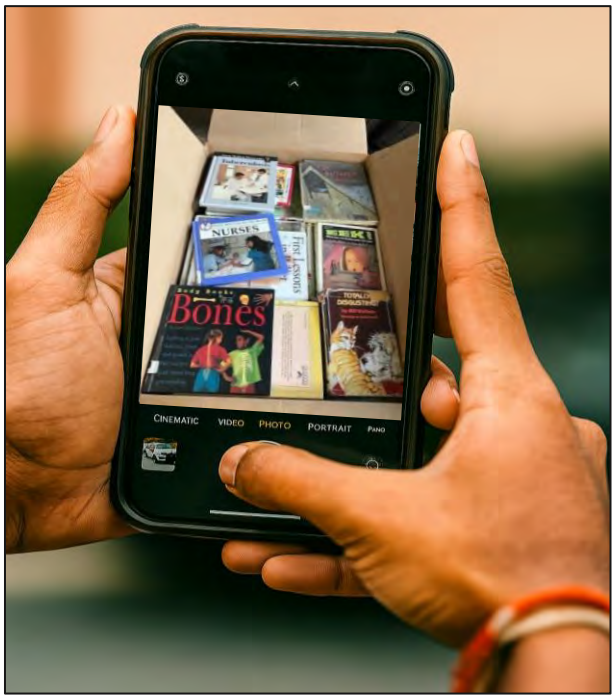
Inventory and Categorization

Our team will perform a structured, non-intrusive inventory of the collection, focusing on:

- Identifying major categories (rare books, educational materials, sheet music, DVDs, periodicals, general stacks).
- Documenting shelf-level groupings to avoid unnecessary handling.
- Photographing representative sections and any notable or high-value subsets.

This process preserves the integrity of older materials while providing bidders with clear, accurate information.

PROFESSIONAL ASSET CATALOGING AT NO CHARGE



Valuation and Lot Structuring

Using market-based data and our experience with large library and archival liquidations, we will:

- Develop a lotting strategy tailored to the collection's composition.
- Determine whether materials should be sold as a single bulk lot, segmented category lots, or floor-based groupings.
- Highlight rare or specialty items to attract qualified buyers.

Lot structures will be reviewed with the County prior to auction.

Marketing and Bidder Outreach

Our marketing staff will deploy a targeted promotional campaign to maximize bidder participation. This may include:

- Email outreach to targeted segments of our 125,000+ registered bidders.
- Direct marketing to rare-book dealers, resellers, educators, and institutional buyers, as well as recyclers.
- Local outreach to residents of Albany County and the surrounding area.
- Website promotion and social media distribution.

This ensures broad visibility and competitive bidding.

CURATED PROMOTIONAL STRATEGIES FOR YOUR SALE

Auction Execution

Under our proven sales model, the auction will be conducted while the books remain onsite at the Neil Hellman Library. This approach:

- Eliminates pre-sale transportation costs.
- Reduces handling of fragile materials.
- Enables efficient auction cycle.

Our auction platform will support real-time updates throughout the bidding period.

Buyer Removal and Load-Out Coordination

Following the auction, our team will:

- Coordinate buyer pickups to ensure orderly removal.
- Provide on-site supervision if requested.
- Offer guidance on packaging, palletizing, and buyer transport.

This ensures safe, efficient removal while protecting County facilities.

We Can Draft Press Releases to Drive Media Publicity

VB VermontBiz

VB Vermont Magazine News Co

State of Vermont announces auction of surplus heavy equipment and vehicles

Submitted by tim on Thu, 05/09/2024 - 11:29

Inventory includes boats, parts, snowmobiles, generators, and more

Vermont Business Magazine The Vermont Department of Buildings and General Services (BGS) has announced the auction of a large assortment of State vehicles and equipment on Saturday, May 11 at 10 AM at the Agency of Transportation Central Garage in Berlin. Gates will open on Saturday at 8 AM. The event is open to the public and will take place rain or shine. Inventory preview and pre-registration will take place Friday, May 10 from 11 AM to 3 PM.

Historically a popular and engaging event, the auction will offer opportunities to bid for dump trucks, plow trucks, loaders, forklifts, trucks, cars, golf carts, snowmobiles, trailers, boats, kayaks, snowblowers, riding lawnmowers, generators, tires, and assorted parts and power tools.

In past years, this annual destination event has totaled between $600,000 and over $1 million for 100-300 lots of merchandise, drawing bidders from Quebec and across New England.

"This is an opportunity to pick up high-quality equipment in great shape at an incredible discount," said Sarah Grenier, who is helming the event for the State. "We get inquiries year-round – there's a lot of anticipation and excitement to see what will be up for auction. Municipalities, in particular, are always excited to get great deals on the heavy equipment they need."

The auction will also feature a booth with airport sharps, including multitools, scissors, pocket knives, corkscrews, hand tools, hunting knives, and other items collected at airport screening checkpoints, available beginning at 8 AM on Saturday.

More information about the event is available at https://www.auctionsinternational.com/liveauctions/ and the full listing of auction inventory is available at https://bgs.vermont.gov/gbs/surplus/auctions.

Source: Montpelier, Vt. (May 7, 2024) — The Vermont Department of Buildings and General Services

To support great journalism, access our archives and get unique features like our award-winning profiles, *subscribe HERE!*

VB VermontBiz

Newspaper & Print Ads Available

CHAUTAUQUA COUNTY SURPLUS AUCTION

Online only event, open to the public

75+ surplus assets
sold at prices you help determine

Inventory includes:

- Wheel Loaders
- Excavator
- Dump Trucks & Pickups
- Passenger Vehicles
- Shuttle Buses
- Snow Maintenance & Automotive Equip & MUCH MORE!

Online sale begins to close: March 22nd at 6pm

Online auction conducted by: AUCTIONS INTERNATIONAL

Responsible Use, Sale, or Repurposing

Consistent with RFP Section 4, we prioritize ethical and sustainable outcomes by:

- Encouraging reuse through sale to libraries, educators, collectors, and nonprofits.
- Coordinating donations when aligned with County goals.
- Working with upcycling and recycling partners for low-value or damaged materials.

Our approach minimizes waste and supports continued public benefit.

Post-Sale Support

If materials remain after the primary sale, Auctions International, Inc. can provide:

- Follow-up auctions for unsold books or media.
- Liquidation of shelving, fixtures, and equipment.
- Additional bulk-lot or wholesale placement.

This ensures a complete and responsible clean-out of the facility.

Section V: Cost Proposal

Overview of Proposed Fee Structure

Auctions International, Inc. proposes a simple, transparent, and cost-effective pricing model designed to minimize financial burden on Albany County while maximizing the return generated from the liquidation of the Neil Hellman Library collection.

Under our proposal, our primary compensation is derived from a buyer's premium paid by the winning bidders. This structure has been used successfully in our partnership with Albany County since 2012. Additional fees may apply for specific optional services, outlined on the following page.

Buyer's Premium:

Just as in the prior surplus auctions we have facilitated on behalf of the County of Albany, a standard buyer-paid premium will be applied to each winning bid.

This pricing model aligns goals: Our financial compensation for your liquidation project is directly tied to the results we obtain on your behalf.

Cataloging & Service Fees:

In order to obtain the highest return on the liquidation of the Neil Hellman Library Collection, we will provide hands-on service to catalog, sort, and prepare thousands of individual books and materials for sale.

This includes identifying the most valuable assets to ensure proper marketing and presentation, creating organized lots, and producing accurate descriptions that attract qualified bidders.

These optional services directly support the County's goals of transparency, accountability, and revenue maximization, but they also involve substantial time and staffing beyond the standard auction administration included in our no-cost model.

The proposed fees described herein are limited, project-specific, and assessed only when the County requests or requires services that exceed typical surplus workflows.

Importantly, the County retains full control over these costs. Fees can be minimized or eliminated if the County elects to provide support for photography, descriptions, staging, or labor.

All hourly services are billed only for the time actually used and in half-hour increments to ensure fairness and cost efficiency. Applicable fees can be deducted from County proceeds or invoiced to the County.

This itemized structure allows Auctions International, Inc. to deliver a high-quality, well-organized auction that maximizes return on the collection while giving the County of Albany complete flexibility in how much support it wishes to utilize.

Buyer's Premium: 10%

This buyer's premium is the same amount as applied to Albany County's general surplus sales under our contract.

Itemized Service Fees:

Service Category	Description of Service	Rate/Fee	Notes & Conditions
Cataloging & Lotting	Auction cataloging, sorting, organization, photography, and data entry for each lot created by Auctions International, Inc.	$10 per lot	Fee applies to all lots prepared, regardless of sale outcome. Fee is waived if County provides photos and descriptions for upload.
Onsite Material Handling	Pulling books, palletizing, staging, and general movement of materials	$35 per hour per staff member	Billed in half-hour increments. Fee is waived if County performs all staging and setup tasks.
Buyer Coordination & Removal Oversight	Onsite supervision during buyer pickup, including load-out scheduling, verification, traffic flow, and checkout monitoring	$35 per hour per staff member	Billed in half-hour increments. Only applicable if County requests these services. Estimated 2-3 removal days with 3-6 hour windows per day (approximately 6-18 total hours).
Extended Removal Oversight	Additional removal period for buyers who fail to pick up items on schedule	$85 per hour	Charged directly to buyers who miss scheduled removal windows.

Disposal costs for unsold or abandoned materials remain seller responsibility unless otherwise arranged.

Payment Methods

Auctions International, Inc. accepts payments from winning bidders by credit/debit card, ACH/wire transfer, and cash deposits into our Citizens Bank account.

For payments made via cash or certified/guaranteed funds, the above-listed buyer's premium of 10% applies.

For alternative payment methods, a non-discounted buyer's premium of 12.77% will be applied to enable bidders the convenience of paying by credit/debit card. Unlike many vendors, we impose no maximums on credit card purchases.

Reconciliation Procedures

Auctions International remits full payment of auction proceeds to Albany County within 15 business days of auction close. This includes:

- Verification of cleared buyer funds
- Reconciliation of all sale activity
- Delivery of a detailed settlement report

This payment schedule has been used consistently in our work with Albany County for more than a decade.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title:Sale of Neil Hellman Library Collection
RFP Number: 2026-022

Buyer's Premium: 10%

Detailed Cost Proposal information provided in SECTION V..

COMPANY: Auctions International, Inc.

ADDRESS: 11167 Big Tree Rd.

CITY, STATE, ZIP: East Aurora, NY 14052

TEL. NO.: 800-536-1401

FAX NO.: 800-569-3334

FEDERAL TAX ID NO.: 32-0038079

REPRESENTATIVE: Richard "RJ" Klisiewicz, III

E-MAIL: RFP@auctionsinternational.com

SIGNATURE AND TITLE Operations Manager

DATE 2/25/2026

Section VI: Mandatory Documentation

The following documents are provided within this section:

- Proposal Form
- Attachment A: Non-Collusive Bidding Certificate
- Attachment B: Acknowledgment by Proposer
- Attachment C: Vendor Responsibility Questionnaire
- Attachment D: Certification Pursuant to Section 103-g

Note: The Cost Proposal Form is included in **SECTION V**.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Sale of Neil Hellman Library Collection
RFP Number: 2026-022

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
2/11/2026	1
2/19/2026	2

   (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:

Richard "RJ" Klisiewicz, III, Operations Manager/Auctioneer

11167 Big Tree Rd.

East Aurora, NY 14052

Phone: 800-536-1401

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

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

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

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

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

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

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

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

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

Signature

Operations Manager/Auctioneer
Title

2/25/2026
Date

Auctions International, Inc.
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Wyoming) **SS.:**

On this 25 day of February, 20 26, before me personally appeared RJ Klisiewicz III to me known, who, being by me sworn, did say that he resides at (give address) 13519 Schang Rd, E Aurora NY; that he is the (give title) operations Manager/Auctioneer of the (name of corporation) Auctions International Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

MELANIE A METZGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME6397464
Qualified in Wyoming County
Commission Expires: 09/03/2027

Melanie A Metzger

Notary Public, State of New York

Qualified in Wyoming County

Commission Expires 9.3.2027

If Partnership:

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

On the_____day of_____, 20___, before me personally came_____ _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of_____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☒ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
Auctions International, Inc.	a) FEIN # 32-0038079 b) DUNS # 140703369
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable)
DBA: Not applicable County: Erie	www.auctionsinternational.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
11167 Big Tree Rd., East Aurora, NY 14052	800-536-1401	800-569-3334
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
Same as above	Same as above	Same as above

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name	Richard "RJ" Klisiewicz, III
Title	Operations Manager/Auctioneer
Telephone Number	800-536-1401
Fax Number	800-569-3334
e-mail	RFP@auctionsinternational.com

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

a) NAME Russ J. Scherrer	TITLE Owner	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? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ 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 OR 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] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

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 Auctions International Signature of Owner _____

Address 11167 Big Tree Rd Printed Name of Signatory Russ Scherrer

City, State, Zip East Aurora NY 14052 Title President

Sworn before me this 25 day of February 2027

Notary Public

MELANIE A METZGER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME6397464
Qualified in Wyoming County
Commission Expires: 09/03/2027

Melanie Metzger
Printed Name

Melanie A Metzger
Signature

2.25.2026
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

Richard "RJ" Klisiewicz, III
Operations Manager/Auctioneer
Title

2/25/2026
Date

Auctions International, Inc.
Company Name

Contract #: 2026-0581

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: County Executive A1230

Date Submitted: 04/08/2026

Contact Person: [Wesley Hartmann]

Contact Phone: 518-447-7040

Vendor Info: Adirondack Cabling, Inc.

Estimated Amount: 220,000

Scope of Services: Cabling Contract

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

DIGITAL SIGNATURE PAGE

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTYNY.GOV

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

April 3, 2026

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

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

Chairwoman Cuningham and County Clerk Hidley

I am writing to respectfully request authorization to enter into an agreement with Adirondack Cabling Inc. for cabling installation, maintenance, and repair. They are the lowest, responsible, and responsive bidder.

This contract is intended to help the Department of Information Services install and maintain the County's network infrastructure.

Sincerely,

Daniel P. McCoy
Albany County Executive

Contract #: 2026-0528

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Board of Elections A1450

Date Submitted: 04/03/2026

Contact Person: [Rachel Bledi]

Contact Phone: (518)487-5070

Vendor Info: Arnoff Moving & Storage

Estimated Amount: 49,763

Scope of Services: Arnoff Movers for Voting Machines

Budget Line Item: 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	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature

DIGITAL SIGNATURE PAGE

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

Commissioners
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

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

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

CC: Dave Reilly, Commissioner, Department of Management and Budget
Ian Reeve, Budget Analyst, Department of Management and Budget

RE: 2026 Moving of Voting Machines-RFQ 2026-48

DATE: 04/02/2026

The Board of Elections is seeking contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines and ballot on demand systems for use by the electorate during the Primary and General Elections, to be held in 2026. In the tabulation of bids received for RFQ #2026-48, Arnoff was the sole bidder in the approximate amount of $49,763 ($24,956.20 for the Primary Election and $24,806.20 for the General Election).

DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

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

FROM: **Pamela O Neill** Pamela
Purchasing Agent

DATE: March 18, 2026

RE: RFQ-2026-048 Moving of Voting Machines

I am in receipt of your recommendation to award the aforementioned to Arnoff Moving & Storage in the amount of $49,762.80.

As Arnoff Moving and Storage is the lowest responsible and responsive bidder, I concur with your recommendation.

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

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

Authorized User
Address
City, State, Zip Code

BID PROPOSAL FORM

NOTE: Bid Proposal Form must be completed and signed.

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

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

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE June Primary 2026** **Project #** **2026-48**

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: March / 11 / 20 26

Authorized User's Information:

Project Name: Albany BOE June Primary 2026 Project # 2026-48

Entity: Albany Board of Elections

Contact Name: Pamela O'Neill

Phone Number: 518-447-7140

Key Events/Dates:

Site Visit Required: Yes

Date: 03/12/26 Time 11:15am

(If a Site Visit is required, please refer to the Site Visit tab to complete the form)

Project Definition Must be Returned by: Date: 03/18/26

Anticipated Project Start Date: 06/17/26

Current Site Location: Region: 4

Facility Name: Albany BOE Facility

Current Address: 260 South Pearl Street

County: Albany City: Albany Zip Code: 12202

New Site Location: Region: 4

Facility Name: Multiple Polling Sites

New Address: Various loctaions through Albany County

County: Albany City: Albany Zip Code: 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
- ☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE June Primary 2026** **Project #** **2026-48**

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Arnoff understands that Albany BOE intends to have 119 x BOD carts & 146 "All in one" auto carts delivered & picked up.

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

Arnoff can address your June 17th, 18th & 19th of 2026 for your deliveries as of March 12th 2-26 and your Wednesday, June 24th for your pick ups/return to BOE of voting machines as of 3-13-26 2026. We understand that the volume of work/scope of work is subject to change further downfield in advance of the primary elections dates for delivery & pick up in June of 2026. We must advise that dates are subject to availability at the time of booking. In consideration of the very heavy schedule committments we already have in late June 2026 we urge Albany BOE to advise as to 'low bidder' as soon as possible after bids are received March 18th 2026.

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE June Primary 2026** **Project #** **2026-48**

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PC #: ARNOFF MOVING AND STORAGE, INC.

Note: Hourly Rates offered in this Project Definition cannnot exceed the Hourly Rates published by NYS OGS at https://ogs.ny.gov/Award-23140

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = $64.45

Number of Supervisors = 8 Number of Hours = 20.00

Total Amount (Supervisors) = $10,312.00

Helper (Mover)

Hourly Rate for each Helper (Mover) =

Number of Helpers (Movers) = Number of Hours =

Total Amount (Helpers) = $0.00

Packer

Hourly Rate for each Packer =

Number of Packers = Number of Hours =

Total Amount (Packers) = $0.00

Driver

Hourly Rate for each Driver = $45.59

Number of Drivers = 8 Number of Hours = 20.00

Total Amount (Drivers) = $7,294.40

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = $20.00

Number of Medium Trucks = 8 Number of Hours = 20.00

Total Amount (Medium Trucks) = $3,200.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE June Primary 2026** **Project #** **2026-48**

Large Truck (Not including Driver)

Hourly Rate for Large Truck = _____

Number of Large Trucks = _____ Number of Hours = _____

Total Amount (Large Trucks) = $0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician = _____

% up charge for Electrician = _____ Number of Hours = _____

Total Amount (Electrician) = $0.00

Hourly Rate for Carpenter = _____

% up charge for Carpenter = _____ Number of Hours = _____

Total Amount (Carpenter) = $0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = _____ per Night

Number of Medium Trucks = _____ Number of Nights = _____

Total Amount (Medium Truck Overnight Storage) = $0.00

Large Truck Overnight Storage Rate = _____ per Night

Number of Large Trucks = _____ Number of Nights = _____

Total Amount (Large Truck Overnight Storage) = $0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE June Primary 2026** **Project #** **2026-48**

Ancillary Items

Item/Size	Unit Cost	# of Units	Total Cost
Survey/Pre-Move Meeting Fee	$150.00	1	$150.00
Genie lifts 1 per truck day	$150.00	16	$2,400.00
stability straps 16 truck loads	$100.00	16	$1,600.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Total Amount (Ancillary Items) = **$4,150.00**

Project Definition's Total Cost =	**$24,956.40**

Print Name Todd C. Stromberg Date 03/12/26

Contractor Signature

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE November General 2026** **Project #** **2026-48**

AUTHORIZED USER COMPLETES THIS SECTION

Project Definition - Date of Issue: March / 11 / 20 26

Authorized User's Information:

Project Name: Albany BOE November General 2026 Project # 2026-48

Entity: Albany Board of Elections

Contact Name: Pamela O'Neill

Phone Number: 518-447-7140

Key Events/Dates:

Site Visit Required: Yes

Date: 03/12/26 Time 12:00pm

(If a Site Visit is required, please refer to the Site Visit tab to complete the form)

Project Definition Must be Returned by: Date: 03/18/26

Anticipated Project Start Date: 10/28/26

Current Site Location: Region: 4

Facility Name: Albany BOE Facility

Current Address: 260 South Pearl Street

County: Albany City: Albany Zip Code: 12202

New Site Location: Region: 4

Facility Name: Multiple Polling Sites

New Address: Various loctaions through Albany County

County: Albany City: Albany Zip Code: 12202

Optional Items

Enter a check mark if any of the Optional Items are required in the Project Definition (for services such as removing & installing shelves, etc.):

- ☐ Electrician
- ☐ Carpenter

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE November General 2026** **Project #** **2026-48**

Description of Furniture/Equipment/Records to be Moved:

(List quantity & size) (Note: Press Alt+Enter to create a new line)

Arnoff understands that Albany BOE intends to have 119 x BOD carts & 146 "All in one" auto carts delivered & picked up.

Pertinent Details:

(List any details that may affect the move such as expected delays, unusual circumstances or special equipment that may be required)

Arnoff understands General Election machine delivery occurs over Oct 28th, 29th & 30th and pick-ups/return of machines is Wednesday, November 4th 2026 to BOE as of 3-13-26 2026. We understand that the volume of work/scope of work is subject to change further downfield in advance of general election dates for delivery & pick ups. We advise that dates are subject to availability at the time of booking. We recommend that Albany BOE advise as to 'low bidder' as soon as possible after bids are received March 18th 2026. Labor rates below will be adjusted on/about July 1st 2026 for all work done after 7-1-2026 when OGS/Dept Labor publishes updated prevailing wage rate guidance. This will impact labor input pricing below for services in October & November 2026.

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE November General 2026** **Project #** **2026-48**

CONTRACTOR COMPLETES THIS SECTION

Contractor Name & PC #: ARNOFF MOVING AND STORAGE, INC.

Note: Hourly Rates offered in this Project Definition cannnot exceed the Hourly Rates published by NYS OGS at https://ogs.ny.gov/Award-23140

Supervisor (Mandatory to remain on-site during entire duration of the move)

Hourly Rate for each Supervisor = $64.45

Number of Supervisors = 8 Number of Hours = 20.00

Total Amount (Supervisors) = $10,312.00

Helper (Mover)

Hourly Rate for each Helper (Mover) =

Number of Helpers (Movers) = Number of Hours =

Total Amount (Helpers) = $0.00

Packer

Hourly Rate for each Packer =

Number of Packers = Number of Hours =

Total Amount (Packers) = $0.00

Driver

Hourly Rate for each Driver = $45.59

Number of Drivers = 8 Number of Hours = 20.00

Total Amount (Drivers) = $7,294.40

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = $20.00

Number of Medium Trucks = 8 Number of Hours = 20.00

Total Amount (Medium Trucks) = $3,200.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE November General 2026** **Project #** **2026-48**

Large Truck (Not including Driver)

Hourly Rate for Large Truck = _____

Number of Large Trucks = _____ Number of Hours = _____

Total Amount (Large Trucks) = $0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match the current Prevailing wage for that area at the time of the Project Definition's issue date. The Contractor will also enter the percentage (%) up charged (which cannot exceed the % shown within the contract's price pages).

Hourly Rate for Electrician = _____

% up charge for Electrician = _____ Number of Hours = _____

Total Amount (Electrician) = $0.00

Hourly Rate for Carpenter = _____

% up charge for Carpenter = _____ Number of Hours = _____

Total Amount (Carpenter) = $0.00

Overnight Storage of Furniture/Equipment/Records on Truck per Night

(Only where necessary, the Contractor could provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract).

Medium Truck Overnight Storage Rate = _____ per Night

Number of Medium Trucks = _____ Number of Nights = _____

Total Amount (Medium Truck Overnight Storage) = $0.00

Large Truck Overnight Storage Rate = _____ per Night

Number of Large Trucks = _____ Number of Nights = _____

Total Amount (Large Truck Overnight Storage) = $0.00

GROUP - 79004 - MOVING SERVICES
PROJECT DEFINITION - AWARD# 23140

Project Name: **Albany BOE November General 2026** **Project #** **2026-48**

Ancillary Items

Item/Size	Unit Cost	# of Units	Total Cost
Stability Straps for 16 truck loads	$100.00	16	$1,600.00
Genie lifts 1 per truck day	$150.00	16	$2,400.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Total Amount (Ancillary Items) = **$4,000.00**

Project Definition's Total Cost =	**$24,806.40**

Print Name Todd C. Stromberg Date 03/12/26

Contractor Signature

BID PROPOSAL

BID IDENTIFICATION:

Title: Moving of Voting Machines for Primary and General 2024 Elections
Bid Number: 2026-048

Primary Election
June 23, 2026

$ 24,956.20
(Total lump sum not to exceed cost)

General Election
November 3, 2026

$ 24,806.20
(Total lump sum not to exceed cost)

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

COMPANY: Arnoff Moving & Storage, Inc.

ADDRESS: 10 Stonebreak Rd

CITY, STATE, ZIP: Malta, NY 12020

TEL. NO.: 202-246-3098

FAX NO.: 518-426-4229

FEDERAL TAX ID NO.: 06-1122206

REPRESENTATIVE: Todd C. Stromsier

SIGNATURE AND TITLE Manager of Business Development

DATE 3/18/2026

FACILITY SITE VISIT
VERIFICATION FORM

I, Todd C. Stromiger,
representing
(name)

Arcadis Maring & Stange by personal examination of the
(company name)

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

Albany BOE 760 South Pearl St, Albany NY
(facility name and address)

on Thursday 3/12/2026, at 11:15 am
(day and date) (time)

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

_____, 3/12/2026
(company representative signature)
(date)

FOR THE AUTHORIZED USER'S USE ONLY

Print Name: _____

Title: _____

Signature: _____

SCOPE OF SERVICES

The County of Albany is requesting proposals for the pick-up, delivery and return of its electronic voting machines for use by the electorate during the Primary, to be held on Tuesday, June 23rd, 2026 between the hours of 6:00 AM and 9:00 PM, and the General Election, to be held on November 3, 2026, between the hours of 6:00 AM and 9:00 PM.

(a) In General: Albany County employs two (2) types of electronic voting machines: 1) a machine to mark the ballot, known as a ballot marking device (BMD), sold under the trade name of AutoMark; and 2) an optical scan machine used to scan and tabulate the paper ballots individually marked by the voting public, either by hand or by way of the AutoMark BMD, sold under the trade name of DS 300 and Ballot on Demand Systems. These machines are placed, one opposed to the other, on opposite sides of a tube-frame push cart, sold under the trade name of Autocart. Additionally, there are carts containing ballot on demand systems. These push carts (carts for voting machines and ballot on demand systems), and the machines which they carry, will be delivered to approximately 105 polling sites in the following thirteen (13) jurisdictions throughout the County of Albany: City of Albany (31 sites), City of Cohoes (8 sites), City of Watervliet (4 sites), Town of Berne (1 site), Town of Bethlehem (14 sites), Town of Coeymans (4 sites), Town of Colonie (22 sites), Town of Green Island (2 sites), Town of Guilderland (9 sites), Town of Knox (1 site), Town of New Scotland (5 sites), Town of Rensselaerville (3 sites) and Town of Westerlo (1 site). The names and locations of the polling sites are identified in the 2026 Machine Pick-Up and Drop-Off Schedules for the Primary and General Elections. The total number of Autocarts to be delivered for the Primary elections is 146; and the total number of Ballot on Demand Printer Carts is 119. This number could fluctuate to a very slight extent depending on whether two or more poll sites are consolidated. The bid solicited hereby is for the pickup, delivery and return of the 146 Autocarts for the Primary Elections fully loaded with an optical scanner (DS 300), an AutoMark BMD, and peripheral supplies, devices, paper ballots and related election day paraphernalia. **All bidders will inspect a sample push cart, fully loaded, prior to submitting a bid and submit the site verification form fully executed with their bid submission.**

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

In each case, a representative of the Albany County Board of Elections shall accompany the drivers who deliver the machines to ensure the accessibility of the polling facility to which the machines are being delivered. The delivery of the machines shall be made in accordance with a strict time line commencing the Wednesday before the primary

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

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

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

Client#: 1706163 ARNOFMOV3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
300 Meridian Centre Blvd. Suite 100
Rochester, NY 14618

CONTACT NAME: USI Insurance Services LLC
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: alaina.vanhee@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Insurance Company	25011
INSURER B : Merchants Mutual Insurance Company	23329
INSURER C : Accident Fund Ins Company of America	10166
INSURER D : Landmark American Insurance Company	33138
INSURER E : Travelers Property Cas. Co. of America	25674
INSURER F : Milford Casualty Insurance Company	26662

INSURED
Arnoff Moving & Storage, Inc.
1282 Dutchess Turnpike
Poughkeepsie, NY 12603

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			WPP196469604	03/31/2026	03/31/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
F	AUTOMOBILE LIABILITY			MPP103220601	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP0003248	03/31/2026	03/31/2027	EACH OCCURRENCE	$5,000,000
C	X EXCESS LIAB CLAIMS-MADE			GXL000202004	03/31/2026	03/31/2027	AGGREGATE	$
D	DED RETENTION $			LHA605898	03/31/2026	03/31/2027		$20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
E	Cargo(Household)			QT6309M244411	03/31/2026	03/31/2027	$500,000 any one veh	
	Cargo(Commercial)			QT6309M244411	03/31/2026	03/31/2027	$1,000,000 any one Veh	
	Leased/Rent Equip			QT6309M244411	03/31/2026	03/31/2027	$100,000($1,000 ded)	

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

To the extent covered by endorsement forms:
General Liability:
Additional Insured-Designated Person or Organization
Primary and Non-Contributory
Waiver of Transfer of Rights of Recovery against Others to Us
(See Attached Descriptions)

CERTIFICATE HOLDER

Albany County Board of Elections
260 South Pearl Street
Albany, NY 12202

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

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DESCRIPTIONS (Continued from Page 1)

Auto Liability:
Designated Insured for Covered Autos Liability Coverage
Primary and Non-Contributory
Waiver of Subrogation
Umbrella:
Additional Insured
Primary and Non-Contributory

**** Excess Liability Information ****
C GXL000202004 Eff Date: 03/31/2026 Exp Date: 03/31/2027
Excess Liability Each Occ Limit: $5,000,000
Excess Liability Aggregate Limit: $5,000,000

D LHA605898 Eff Date: 03/31/2026 Exp Date: 03/31/2027
Excess Liability Each Occ Limit: $5,000,000
Excess Liability Aggregate Limit: $10,000,000

G EMM0168169 Eff Date: 03/31/2026 Exp Date: 03/31/2027
Acceptance Indemnity Insurance Company
Excess Liability Each Occ Limit: $5,000,000
Excess Liability Aggregate Limit: $15,000,000

Cargo limit per vehicle -
Household Goods - $500,000 -$2,500 deductible
Final Mile -$500,000 -$2,500 deductible
All other commercial - $1,000,000 -$5,000 deductible
Installation/Rigging Liability -$1,000,000-$5,000 deductible

Warehouse Legal Liability:
1282 Dutchess Tpke, Poughkeepsie - $4,000,000 - $2,500 deductible
48 Overocker Road, Poughkeepsie -$3,000,000 -$2,500 deductible
5979 N Elm Ave, Millerton - $1,400,000 -$2,500 deductible
10 Stonebreak Road, Malta - $5,300,000 -$2,500 deductible
900 Dutchess Tpke, Poughkeepsie $2,000,000-$2,500 deductible
6225 E. Taft Road, N. Syracuse $1,500,000 - $2,500 deductible

RE: Albany BOE/General Elections voting machine deliveries.
Albany County Board of Elections is Additional Insured on a primary non-contributory basis, with waiver of subrogation per written contract, to the extent provided therein.

Contract #: 2026-0530

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Board of Elections A1450

Date Submitted: 04/03/2026

Contact Person: [Melissa Kermani]

Contact Phone: 518-487-5066

Vendor Info: Knowink, LLC

Estimated Amount: $214,028

Scope of Services: 2026 Knowink Software and Equipment Purchase

Budget Line Item: 22900,44046

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

DIGITAL SIGNATURE PAGE

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

Commissioners
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

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

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

CC: Dave Reilly, Commissioner, Department of Management and Budget
Ian Reeve, Budget Analyst, Department of Management and Budget

RE: Purchase of Pollbook Equipment and Software

DATE: 04/02/2026

The Board of Elections is seeking approval for a purchase in the amount of $214,028 from Knowink, our electronic pollbook vendor, for the purchase of software and equipment to be used in conjunction with the iPads for voter check-ins and the ballot-on-demand equipment. A portion of the funds ($116,757) is reimbursable under the Electronic Pollbook Grant we received from the State Board of Elections.

Knowink products are listed on NYS OGS Contract # PS68741 and it is sole source.

KNOWiNK, LLC.
460 N Lindbergh Blvd
Saint Louis, MO 63141-7808
+13149141345
http://knowink.com

INVOICE

BILL TO
Albany County NY Board of Elections
260 S. Pearl St
Albany, NY 12202

SHIP TO
Albany County NY Board of Elections
260 S. Pearl St
Albany, NY 12202

INVOICE # 24363
DATE 02/24/2026
DUE DATE 03/26/2026
TERMS Net 30

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	Poll Print Connection Package	Includes: Redpark USB-C Adapter Ethernet cables	110	175.00	19,250.00
	Software Configuration & Kitting		600	70.00	42,000.00
	Poll Print Initial License	Includes First Year License for software updates and support.	166	599.00	99,434.00
	Curbside Protective Case - Green		110	50.00	5,500.00
	USB-C to USB-C - 9'		450	10.00	4,500.00
	Kiosk Stand Case		300	135.00	40,500.00
	Kiosk Stand		300	105.00	31,500.00
	FB_DISCOUNT	Poll Pad Maintenance Overpayment	16	-100.00	-1,600.00
	FB_DISCOUNT	Poll Print Maintenance Overpayment	74	-199.00	-14,726.00

SUBTOTAL	226,358.00
TAX	0.00
TOTAL	226,358.00
PAYMENT	12,330.00
BALANCE DUE	**USD 214,028.00**

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2025

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
Parker Insurance Group
762 Lemay Ferry Road
Saint Louis, MO 63125

CONTACT NAME: KAREN TRAVIS
PHONE (A/C, No, Ext): 314-638-5020 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, LTD	11000
INSURER B : HARTFORD INS CO OF THE MIDWEST	37478
INSURER C : CONTINENTAL CASUALTY CO	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Know Ink, LLC
460 N Lindbergh Blvd
Saint Louis, MO 63141

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:	Y		84SBARU6588	03/26/2025	03/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	Y		84SBARU6588	03/26/2025	03/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		84SBARU6588	03/26/2025	03/26/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		84WBCBT3472	10/17/2024	10/17/2025	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C	TECH E&O, CYBER, DATA BREAC CRIME 3RD PARTY FIDELITY LOSS			6052132549 84 TP 0338797	08/11/2025 07/12/2025	08/11/2026 07/12/2026		$5,000,000 $5,000,000

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

WAIVER OF SUBROGATION IS INCLUDED
TECHNOLOGY E & O, DATA BREACH, PRIVACY, CYBER LIABILITY IS A CLAIMS MADE POLICY WITH AN EXTENDED REPORTING PERIOD OF 1 YEAR.

ALBANY COUNTY BOARD OF ELECTIONS IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

ALBANY COUNTY BOARD OF ELECTIONS
260 S PEARL ST
Albany, NY 12202

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

Karen Travis

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April 3, 2026

Albany County Board of Elections
260 S Pearl St.
Albany, NY 12202

To Whom it May Concern:

This letter has been written to confirm that KNOWiNK LLC.'s Poll Pad Software and accompanying Hardware is a highly customized and proprietary software application as it relates to the Election Process. For KNOWiNK's Poll Pad product to operate at the level desired by Albany County New York the proprietary KNOWiNK's Software must be used on the recommended hardware. KNOWiNK, has achieved an historic milestone by becoming the first-in-the-nation to receive certification from the U.S. Election Assistance Commission (EAC) for, the Poll Pad Electronic Poll Book. This landmark certification for our Version 3.6 Poll Pad, sets a new industry standard for election security, transparency, and accessibility, reaffirming KNOWiNK's position as America's most trusted poll book provider.

Regards,

Kevin J Schott
CFO
KNOWiNK LLC.

Poll Pad Product and Accessories

Poll Pad Software License

BASE POLL PAD HARDWARE

iPad 11th Gen Wi-Fi 128Gb
iPad 11th Gen Cellular 128 GB
i360 Swivel Stand
Flip Stand with Receipt Printer
Flip Stand No Printer
ESS Printer Stand
Transport Case 910
915 Transport Case for Flip Stand No Printer
918 Transport Case for Flip Stand No Printer (Dual)
920 Transport Case
925 Transport Case Flip Stand Only
930 Transport Case - Label Printer
933 Transport Case ESS Printer Stand
Stylus (2)
Shipping
Configuration Fee for Refresh Orders

Printers

Receipt Printer
Label Printer

Realtime Connectivity

Greater Than 500 Units
499 -100 Units
Less Than 100 Units

Accessories

Encoders
iSync Drives
Star Micronics Printer Power Supply
Poll Pair Cables - USB C
Poll Pair Cables - Lighting

Polling Place Power Strip
i360 Sled
i360 ID Tray
i360 Arm & Base
USB-Lightning Cable 18" or 3'
USB-Lightning Cable 9'
USB Power Adapter
Apple branded 3' USB Lightning Cable
Apple branded USB Power Adapter 2.1a
Microfiber cleaning cloth

Paper

Printer Paper (50 qty. case)

Printer Paper (single roll)

Label Printer Paper, 3" (Case of 12, 6,000 labels per case)

Label Printer Paper 3" (Single roll, 500 labels)

Label Printer Paper, 2" (Case of 12, 3000 labels per case)

Label Printer Paper 2" (Single roll, 250 labels)

Annual Software License and Maintenance
Poll Pad Annual Software Maintenance
Real-Time Connectivity and Security Fee

KNOWiNK Care

KNOWiNK Care IPAD Only

KNOWiNK Care All Hardware

Poll Print Product and Accessories

Poll Print Initial License

PollPrint Hardware
iPad 11th Gen Wi-Fi 128Gb

Transport Case 910

Outer Box
Connection Package

Printer

Cabinet

Shipping

Disposables

Toner

Drum

Poll Print Annual Maintenance

Data Loading Products and Accessories

Poll Sync Station Including Cabinet and 4 Thunder Stations

Annual Maintenance

One Day Installation & Training

Poll Sync Stations Only

Poll Synch (2 Thunder Stations)

Annual Maintenance

One Day Installation & Training

IPAD Charging Cart Only (120 Units)

Meraki Access Points

Meraki Access Point Including 3 year

Meraki 3 year Renewal

Election Services

On-Site Training
Pre-Election Support
Early Voting Support
Election Day Support
Post Election Support

Contract #: 2026-0555

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Board of Elections A1450

Date Submitted: 04/06/2026

Contact Person: [Melissa Kermani]

Contact Phone: 518-487-5066

Vendor Info: Election Systems & Software, LLC

Estimated Amount: $69,754.20

Scope of Services: Election Systems & Software Maintenance Agreements

Budget Line Item: 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	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature

DIGITAL SIGNATURE PAGE

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

Commissioners
ALISON MCLEAN LANE, DEMOCRATIC
RACHEL BLEDI, REPUBLICAN

Deputy Commissioners
DAVID CADY, DEMOCRATIC
MELISSA KERMANI, REPUBLICAN

MEMO

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

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

CC: Dave Reilly, Commissioner, Department of Management and Budget
Ian Reeve, Budget Analyst, Department of Management and Budget

RE: 2026 Contract with ESS for maintenance and software agreements

DATE: 04/02/2026

The Board of Elections is seeking contract approval with Elections Systems & Software, LLC for an Extended Warranty, Software License, Maintenance and Support for the AutoMark Ballot Marking Devices totaling $52,610.86 and a service contract for the DS950 Central Ballot Scanner and DS300 Ballot Scanners totaling $17,143.34. The total amount of the request is $69,754.20.

Products from ES&S are sole source and listed on NYS OGS Contract #PC69386.

Election Systems & Software, LLC
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Invoice

ORIGINAL

Invoice Date 12/9/25
Due Date 1/8/26
Customer Number 33500
Customer's PO No

Invoice Number CD2135636
Order Number 1122251
Election Date

Page 1 (1)

Invoice Address
ALBANY COUNTY, NEW YORK
ALBANY COUNTY BOARD OF ELECTIONS
260 S PEARL ST
ALBANY NY 12202-1809

Delivery Address
Albany County, New York
Albany County Board of Elections
260 South Pearl Street
Albany, NY 12202

Invoice for Service Contract: 4851, AutoMARK-190; EMS

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	**HMA - AutoMARK Extended Warranty** 01-JAN-26 to 31-DEC-26	190.00	EA	108.150	0.00	0.00	20,548.50
2	**Firmware License, Maintenance and Support-AutoMARK** 01-JAN-26 to 31-DEC-26	190.00	EA	61.800	0.00	0.00	11,742.00
3	**EMS Program Your Own (PYO) Software** 01-JAN-26 to 31-DEC-26	1.00	EA	20,320.355	0.00	0.00	20,320.36

Sub Total Amount	**52,610.86**
Total Exclusive Tax	**52,610.86**
Total Tax	**0.00**
Invoice Amount	**52,610.86**

Customer Number	Invoice Number	INVOICE AMOUNT
33500	CD2135636	52,610.86

Election Systems & Software
ABA Routing No: 071000039
Account No: 5800923558

NY: New York

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.

Election Systems & Software, LLC
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Invoice

ORIGINAL

Invoice Date 2/16/26
Due Date 3/18/26
Customer Number 33500
Customer's PO No

Invoice Number CD2138425
Order Number 1126295
Election Date

Page 1 (1)

Invoice Address
Albany County, New York
Albany County Board of Elections
260 South Pearl Street
Albany, NY 12202

Delivery Address
Albany County, New York
Albany County Board of Elections
260 South Pearl Street
Albany, NY 12202

Invoice for Service Contract: 6908, AutoMark-190; DS300-200; DS950-2; EMS, Albany County, New York

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	**Firmware License - DS950** 01-MAY-26 to 31-DEC-26	1.00	EA	1,483.333	0.00	0.00	1,483.33
2	**Firmware License - DS950** 01-JUN-26 to 31-DEC-26	1.00	EA	1,327.083	0.00	0.00	1,327.08
3	**Firmware License - DS300** 01-MAY-26 to 31-DEC-26	200.00	EA	71.667	0.00	0.00	14,333.33

Sub Total Amount	**17,143.74**
Total Exclusive Tax	**17,143.74**
Total Tax	**0.00**
Invoice Amount	**17,143.74**

Customer Number	Invoice Number	INVOICE AMOUNT
33500	CD2138425	17,143.74

Election Systems & Software
ABA Routing No: 071000039
Account No: 5800923558

NY: New York

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU.

Election Systems & Software
11208 John Galt Blvd · Omaha, NE 68137
P: 402.970.1100· TF: 877.377.8683
info@essvote.com · www.essvote.com

February 13, 2026

Rachel Bledi, Republican Commissioner
Alison McLean Lane, Democratic Commissioner
Albany County Board of Elections
32 North Russell Rd.
Albany, New York 12207

RE: Election Systems & Software, LLC. ("ES&S") Hardware and Software Maintenance and Support Services ("Maintenance Services")

Dear Commissioners,

The following letter is intended to provide information to Albany County New York Board of Elections stating that the AutoMARK, DS950, and DS300 maintenance services, provided by Election Systems & Software are unique, which no other vendor can provide, as justification for a sole source procurement.

Such Maintenance Services must be performed by ES&S or its authorized representatives. The Maintenance Services are to be performed for ES&S' proprietary Election Management Software and Firmware (collectively, "ES&S Software") as well as ES&S' DS300, ES&S' DS950 and ES&S AutoMARK voting equipment (collectively, "ES&S Equipment"). Please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all patents, copyrights and trademarks ("Intellectual Property") in its proprietary ES&S Software. Further only ES&S can provide help desk support services for the ES&S Software as well as provide any and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software. With respect to the ES&S Equipment, please be advised that ES&S owns all Intellectual Property associated with the ES&S Equipment. Further, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as all ES&S Equipment certified both and the federal and State level require the replacement of the same component parts which were included in the voting equipment at the time such voting equipment was certified. By utilizing ES&S for the performance of hardware maintenance services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration

In order for the County to receive Maintenance Services on the ES&S Software, the County must utilize ES&S for the performance of software maintenance services as ES&S is the sole and exclusive licensor of the ES&S Software. In addition, in order to ensure that only certified component parts are utilized in the repair and maintenance of the ES&S Equipment, it is necessary for the County to obtain such hardware maintenance services directly from ES&S as ES&S owns certain proprietary component parts which are installed in the ES&S Equipment. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,
Ingrid Giordano
Regional Sales Manager, Election Systems & Software

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/03/2026

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
Aon Risk Services Central, Inc.
Omaha NE Office
14301 FNB Parkway
Suite 100
Omaha NE 68154 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (402) 697-1400 **FAX (A/C. No.):** (402) 697-0017
E-MAIL ADDRESS:

INSURED
Election Systems & Software, LLC
11208 John Galt Blvd
Omaha NE 68137 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Endurance American Specialty Ins Co.	41718
INSURER B:	QBE Specialty Insurance Company	11515
INSURER C:	Berkley National Insurance Company	38911
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570118290189 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			TCP7029133Q14	10/01/2025	10/01/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY $1,000 Coll. Ded. / $1,000 Comp Ded.			TCP-7029133-10	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			TCP702913310	10/01/2025	10/01/2026	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC702913410	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	E&O - Professional Liability - Primary			ACP30083537800 E&O/Cyber Claims Made SIR applies per policy terms & conditions	04/01/2025	04/01/2026	Limit	$4,000,000

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

RE: Solicitation #23198 - Voting Systems and Related Services and Accessories. The State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents and employees are included on a primary and non-contributory basis as Additional Insured. A Waiver of Subrogation is granted in favor of The State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents and employees. Umbrella liability policy follows form.

CERTIFICATE HOLDER

Albany Country, NY
Attn: Board of Elections
260 South Pearl Street
Albany NY 12202 USA

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

Aon Risk Services Central, Inc.

Holder Identifier : AB

Certificate No : 570118290189

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The ACORD name and logo are registered marks of ACORD

Contract #: 2026-0465

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 03/26/2026

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: Trojan Energy Systems Inc

Estimated Amount: 163,500

Scope of Services: Lease Suite 24 Trojan Energy Systems

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

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

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: March 17, 2026

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

Dear Members of the Albany County CAB Committee:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 24 – TROJAN ENERGY SYSTEMS, INC

Please see the Request for Legislative Action for the approval to renew a new lease for Suite # 24 – TROJAN ENERGY SYSTEMS, INC. The current lease for Suite # 24 expires on June 30, 2026. This tenant has been a suite holder in Suite #24 for 8 years, The new lease will be for a period/term of three years from July 1, 2026 through June 30, 2029.
The annual fees payable from the tenant equal - $54,500.00. The total value of the lease over three years is - $163,500.00. This tenant is a long-standing and reputable business in the community.
The suite holder has paid a deposit in the amount of $3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Bob Belber

Robert Belber
General Manager

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

MVP ARENA℠
Albany, New York

LETTER OF INTENT

BY

TROJAN ENERGY SYSTEMS, INC.

FOR CORPORATE SUITE #24

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

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #24 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($54,500.00) per contract year for a three (3) year term. The lease term is July 1, 2026, to June 30, 2029. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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

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

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

MVP ARENA℠
Albany, New York

Letter of Intent
TROJAN ENERGY SYSTEMS
Suite #24
Page 2

Date: __2/25/2026____

Signature: _____

Name (Print): _____Glenn R Godell_____

Title: __President _____

TROJAN ENERGY SYSTEMS, INC.

64354

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
MVP Arena					
1/29/2026	ARIV0001393	Deposit 2026	3,000.00	0.00	3,000.00

CHECK DATE	2/26/2026	CHECK NUMBER	64354	TOTALS	3,000.00	0.00	3,000.00

64354

TROJAN ENERGY SYSTEMS

REGULAR ACCOUNT
1651 US-9
Castleton-On-Hudson, NY 12033

PIONEER

50-7137/2213

Y: THE SUM OF THREE THOUSAND DOLLARS AND NO CENTS **********

DATE	CHECK NO.	AMOUNT
2/26/2026	64354	*********3,000.00

PAY
O THE
RDER
OF

MVP Arena
51 South Pearl Street
Albany, NY 12207

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈064354⑈ ⑆221371372⑆ 019 8005563⑈

CORPORATE SUITE LEASE
BETWEEN THE COUNTY OF ALBANY, SMG/ASM GLOBAL
AND TROJAN ENERGY SYSTEMS, INC.

CONTRACT NO. 2026-0465

This is an agreement to Lease (hereinafter, the "Lease") a suite at the Albany County MVP Arena (hereinafter, the "MVP Arena" or "Arena"), by and between the County of Albany, a municipal corporation organized and existing under the laws of New York State, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), SMG/ASM Global, the County's managing agent of the MVP Arena, with an office located at 51 South Pearl Street, Albany, New York 12207 (hereinafter, "SMG"), and Trojan Energy Systems, Inc., with a principal place of business located at 1651 US-9 Castleton-on-Hudson NY 12033 (the "Suiteholder", and with the County and SMG, may be referred to herein individually as a "[P]arty" or collectively as the "[P]arties").

WITNESSETH:

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

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

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

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

ARTICLE l. LEASED PREMISES; SUITE

The County hereby leases to the Suiteholder, and the Suiteholder hereby agree to lease from the County, Suite No. 24 (the "Suite") in the MVP Arena as more specifically described in Addendum A, attached hereto and made a part hereof, for its use during the term of this Lease. The Suiteholder agrees to be liable for each and every provision, term, condition, etc. set forth in this Lease.

ARTICLE 2. TERM

The term of this Lease shall be for a period of thirty-six months, commencing July 1, 2026. At the expiration of the term, the Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all

permanent fixtures and structural improvements provided by the Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

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

A. The Suiteholder agrees to pay to the County during the three-year term of the Lease the sum of FIFTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($54,500.00) annually, for a total lease amount of ONE HUNDRED SIXTY-THREE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($163,500.00).

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

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

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

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

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

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

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

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

ARTICLE 4. OBLIGATIONS OF THE COUNTY

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

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the provisions, terms

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

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

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

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

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

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

ARTICLE 5. USE OF SUITE

Suiteholder shall use and occupy the Suite, as follows:

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

B. Right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder

prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

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

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

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

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

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

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

ARTICLE 6. RIGHT OF ENTRY

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

ARTICLE 7. INSURANCE

A. Suiteholder, at their own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to

Suiteholder's obligations under this Lease. The Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing its payments for a commercial general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION DOLLARS ($1,000,000) per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND DOLLARS ($50,000) per occurrence. The insurance shall (1) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as primary/non-contributory additional co-insureds as their interest may appear, and (2) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss.

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

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

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

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

ARTICLE 8. FORCE MAJEURE

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

ARTICLE 9. DEFAULT AND TERMINATION

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

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

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

ARTICLE 10. WAIVER; INDEMNIFICATION AND DAMAGE

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

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

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

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

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

A. Renewal of Agreement

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

2. The right of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as

aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.

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

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

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

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

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

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

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

ARTICLE 13. SUCCESSORS AND ASSIGNS

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

ARTICLE 14. HEADINGS; CONSTRUCTION

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

ARTICLE 15. ENTIRE AGREEMENT

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

ARTICLE 16. NOTICES

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

County of Albany

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

SMG/ASM Global

SMG
51 South Pearl Street
Albany, New York 12207

Suiteholder

Trojan Energy Systems, Inc
1651 US-9
Castleton-on-Hudson, NY 12033

ARTICLE 17. PARTIAL INVALIDITY

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

ARTICLE 18. MISCELLANEOUS

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

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

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

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

Owner: COUNTY OF ALBANY

By: _____ Dated: _____

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

Owner Agent: SMG/ASM Global

By: _____ Dated: _____

Robert H. Belber
General Manager

Suiteholder: Trojan Energy Systems, Inc.

By: _____ Dated: _____

Glenn Godell
President

NOTARY ACKNOWLEDGEMENT

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

On this _____ day of _____, 2026, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

_____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

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

On this _____ day of _____, 2026, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

_____
Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

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

On this _____ day of _____, 2026, before me personally came Robert H. Belber, to me known and known to me to be the General Manager of SMG/ASM Global, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of SMG/ASM Global, as said general manager pursuant to the authority vested in them.

_____
Notary Public, State Of New York

NOTARY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.:
CITY OF _____)

On this _____ day of _____, 2026, before me personally came _____, to me known and known to me to be the _____of _____, and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of _____, as said officer pursuant to the authority vested in them.

_____
Notary Public, State of _____

ADDENDUM A

SUITE NO. 24
CORPORATE SUITE FINISHINGS AND FURNISHINGS

Finished and furnished Suite shall include:

a. Wall to wall carpeting;

b. Acoustical tile ceiling;

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

d. Washroom containing appropriate amenities;

e. Bar with wet sink;

f. Television monitor bracketed from ceiling;

g. Sliding glass window opening onto auditorium;

h. telephone availability;

i. Recessed step aisle lighting; and

j. Heating, ventilation, and air conditioning.

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

ADDENDUM B

MVP ARENA CODE OF CONDUCT FOR SUITES

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

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

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

Contract #: 2026-0469

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 03/27/0226

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: Ma's Kitchen Corporation

Estimated Amount: 112,200

Scope of Services: Lam's Kitchen renting retail space at MVP Arena

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

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

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: March 3, 2026

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

Dear Members of the Albany County CAB Committee:

Re: REQUEST FOR APPROVAL –

#1 – Approve a renewal of a lease with a five (5) year term which will have a $1 per square foot increase compared to the current rental rate; plus a mutual option for five (5) additional years with an increase in the second five years with an additional $1 per square foot with Ma's Kitchen Corporation, owners of Lam's Kitchen, 51 South Pearl Street, Albany, NY 12207. These owners have been good tenants since the mid-1990s. The owners of Lam's Kitchen have submitted a Letter of Intent along with a security deposit in the amount of $1,870. The term of this renewal lease will begin on September 1, 2026, and will end on August 31, 2031. They will be responsible for any additional fit-up or enhancements they plan to make with no offsets to the rent owed. The rent will be based on $15 per square foot plus $2 per sq foot common area maintenance = $17 per square foot x 1,320 sq ft = $22,440 in annual rent / $1,870 monthly.

#2 – The rent rate on the previous lease was $14 plus $2 for common area maintenance. The new lease will have a $1 per square foot increase in rent.

Thank you for your approval of this renewal lease with Lam's Kitchen.

Sincerely,

Bob Belber

Robert Belber
General Manager

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

Renewed

2/24/2026

Re:51 s Pearl st. 1320 current tenant Lam's kitchen

Letter of Intent

The purpose of this letter of ("LOI")is to outline and memorialize certain of the general proposed terms and conditions under which,Ma's kitchen corporation or assignee ("Tenant")proposed to lease from Albany County ("Landlord ") a certain space and all improvements located at 51 s Pearl st,Albany NY(collectively,the"premises ").Upon written acceptance of this proposed by you or on behalf of Landlord,both parties will proceed with good faith negotiations to negotiate a definitive lease agreement mutually satisfactory to both parties. This Loi is Not binding on either Landlord or Tenant and will not create any legal rights or liabilities for or against either party,but instead outlines certain of the general proposed terms upon which tenant's proposed to enter into a definitive lease agreement mutually.The specific terms and provisions governing the proposed Leasing of the premises are to be considered in a definitive lease agreement which shall contain covenants,warranties,representations,and other terms customary to transactions of this size and nature.Landlord or Tenant shall not have any obligation or liability in connection herewith unless and until a mutually satisfactory definitive Lease Agreement is executed and delivered by the parties.

Tenant's use:the space will be used for preparing and selling Chinese foods.

Term:5 years

Rentable area:1320 Sq Ft,previously occupied by Lam's kitchen

Lease commencement:9/1/2026 TO 8/31/2031 Rent commencement:Upon lease commencement

Rent commencement:upon lease commencement

Rent:years 1-5,15$/sq ft(1650$/month)and $2/sq ft common area maintenance (220$/month) Total of $1870/month,from 9/1/2026 to 8/31/2031

sincerely

Bin Yang

MA'S KITCHEN CORP
51 S PEARL ST.
ALBANY, NY 12207

29-7003
2213 20

108

DATE 3/3/2026

PAY TO THE ORDER OF MVP ARENA $ 1870.00

eighteen hundred and seventy DOLLARS

Citizens

MEMO Rent for security on the lease

⑈ 221370030 ⑆ 4420001931 ⑈ 0108

COMMERICAL SPACE LEASE
between
THE COUNTY OF ALBANY
and
Ma's Kitchen Corporation D/B/A Lam's Kitchen

CONTRACT NO: 2026-0469

This is a Commercial Lease Agreement (hereinafter "Lease" or "Agreement") made by and between the County of Albany, New York, a municipal corporation organized and existing under the laws of the State of New York, located at 112 State Street, Albany, New York 12207 (hereinafter "Owner") and Ma's Kitchen Corporation D/B/A Lam's Kitchen, located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "Tenant") and SMG, management agent for the Owner, located at 51 South Pearl Street, Albany, New York 12207. (The Owner, Tenant and SMG hereinafter separately or together may be referred to as the "Party" or the "Parties" as appropriate.)

WITNESSETH:

WHEREAS, the Owner offers for lease certain commercial space at the Albany County Civic Center (hereinafter known as The MVP Arena under a naming rights agreement between the County of Albany and MVP Health Care, and

WHEREAS, Tenant desires to lease certain commercial space offered by the Owner in the front entry plaza of the MVP Arena;

NOW THEREFORE, in consideration of the rents, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.01. Owner hereby leases to Tenant, and Tenant rents from Owner, certain premises (hereinafter "Leased Premises") located at 51 South Pearl Street, Albany, New York, consisting of 1,320 square feet, as identified by the Owner, located in the Front Entry Plaza of the MVP Arena.

1.02. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right in common with others to use and permit its customers to use public or common area facilities including but not limited to stairwells, elevators, escalators, restrooms, and walkways in the Front Entry Plaza subject to the terms and conditions of this Lease Agreement, and, such other reasonable rules and regulations that may be established in the sole discretion of the Owner from time to time upon reasonable notice.

ARTICLE 2 - RENT AND TERM

2.01 (a) Tenant covenants and agrees to pay Owner, or the Owner's designee, without notice, or demand, FIFTEEN ($15.00) DOLLARS per square foot for rental of the Leased Premises.

(b) Tenant further covenants and agrees to pay to Owner, or the Owner's designee, an additional TWO ($2.00) DOLLARS per square foot pursuant to ARTICLE 6 - COMMON AREAS and MAINTENANCE of this Lease, bringing the total square foot cost to Tenant to SEVENTEEN ($17.00) DOLLARS per square foot.

(c) Upon termination of this lease, either upon the occurrence of the termination date recited in Section 2.02 of this Article or otherwise, whichever comes first, the balance of all past due utility charges, if any, shall be immediately paid in full by Tenant.

(d) Combining (a) and (b) above, the annual rent of TWENTY TWO THOUSAND FOUR HUNDRED FOURTY and 00/100 Dollars ($22,440) shall be payable in equal monthly installments of ONE THOUSAND EIGHT HUNDRED SEVENTY and 00/100 DOLLARS ($1,870) each, and shall be paid on the first day of each month of said term, in advance.

(e) The County and SMG acknowledge receipt of ONE THOUSAND EIGHT HUNDRED SEVENTY AND 00/100 DOLLARS ($1,870.00) in the form of a one-time non-refundable deposit from Tenant. This amount will be credited to the payment schedule listed above.

2.02 The Term of this Lease Agreement shall be for a period of five years commencing on September 1, 2026 and ending on August 31, 2031 with a mutual option to renew for an additional period of five (5) years.

2.03. Owner will pay all real property taxes including special assessments, and lienable charges as a substitute for or in the nature of real estate taxes, which may be levied or assessed by any lawful authority against the land and improvements in the Front Entry Plaza.

ARTICLE 3 - CONSTRUCTION. ALTERATION

3.01. Owner covenants that the leased premises are leased to tenant for tenant's use and occupancy in an "as is" condition. Any work performed on the leased premises shall be performed by Tenant at its own expense, unless otherwise agreed to by the Owner. Any such additional work or work to be performed by Tenant must have the prior written approval of the Owner, which shall not be unreasonably withheld.

3.02. Any equipment or work which the Owner installs or constructs within the Leased Premises on Tenant's behalf shall be paid for by Tenant within fifteen days after receipt of a bill thereof at cost to the Owner, plus 20% for overhead and supervision. No work will be performed without knowledge and consent of Tenant, which shall not be unreasonably withheld.

3.03. Owner reserves the right at any time to make alterations or additions to and to build additional stories on the Front Entry Plaza and to build adjacent thereto. Owner also reserves the right to construct other buildings or improvements on the MVP Arena site from time to time and to make alterations thereof or additions thereto. The Owner reserves the right to make necessary or prudent alterations or improvements within the leased premises.

3.04. Tenant agrees to indemnify and hold harmless Owner, SMG, MVP Health Care, New York State and New York State Urban Development Corporation from and against any and all claims for property, damage and/or personal injury, including death, arising out of Tenant's activities in the performance of construction projects, as well as the acts of Tenant's agents, employees, contractors, subcontractors or the like, together with all costs, including attorney's fees, which the Owner incurs in the defense of any action or proceeding related to such claims. Prior to the commencement of a construction project, Tenant agrees to provide owner with an Owner's certificate of insurance in the amount of One Million and 00/100 ($1,000,000.00) Dollars, combined single limit.

3.05. Owner agrees to indemnify and hold harmless Tenant from and against any and all claims for property damage and/or personal injury, including death, arising out of the Owner's activities in the performance of construction, alteration or additional projects.

3.06 Tenant agrees to construct, at Tenant's sole expense, all "fit-up" to convert "as is" space of the Leased Premises to finished space appropriate for Tenant's business and business purpose. Fit-up costs shall include all architectural, engineering and interior design costs, any installation of heating, cooling, ductwork, ventilation units, electrical service, rest room facility or repair, plumbing, ceiling, lighting, wall covering and internal wall construction and any other such fit-up work. Said fit-up improvements shall become the property of the Owner immediately upon installation and shall be paid for by Tenant. Tenant shall provide the Owner with an accounting of all fit-up costs along with copies of all blueprint plans, drawings, invoices, bills and any other materials which can document fit-up costs. Additionally, Tenant will provide the Owner with as-built drawings of the Leased Premises after fit-up is complete. All fit-up improvements shall remain the property of the Owner upon termination of the lease.

3.07 Upon termination of this Lease by expiration or otherwise, Tenant will use reasonable care to ensure that all utility connections including water, electric, gas and any other connections and all fixtures and all other conditions in and around the leased premises are left intact and in good and usable condition so as to facilitate a new tenant entering the premises with a minimum of fit-up expense. Tenant shall remove all of its non-fixture items, within ten (10) days after such termination and shall repair to Owner's reasonable satisfaction any damage caused by such removal or any other damage done to the Leased Premises. Tenant agrees that the Leased Premises when vacated will be left broom clean and with normal wear and tear only. If Tenant fails to perform such removal and repair within the reasonable time listed above, or if Tenant fails to leave the premises and the fixture items in good condition, Tenant agrees that the Owner may, at the Owner's option, perform such repair and/or removal at the expense of Tenant.

ARTICLE 4 - PREMISES AND USE

4.01 Tenant shall use the Leased Premises solely for the purpose of conducting the business of a restaurant. Tenant shall occupy the premises upon the commencement of the lease term stated herein. Tenant will not use or permit, or suffer the use of the Leased Premises for any other business or purpose. Tenant shall provide a written description of business activity and types of services performed prior to occupying the Leased Premises.

4.02. Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of the Owner.

ARTICLE 5 - UTILITIES

5.01 Tenant shall be responsible for all utility charges, including but not limited to electricity, heat, water and telephone. The Owner's agent may function as an intermediary in the communication of amounts owed, dates due and other aspects of utility services provided to Tenant, but neither the Owner nor the Owner's agent assumes any responsibility whatsoever for utility bills or arrearages incurred during the term of this Lease or its immediate predecessor.

5.02. Owner shall not be liable to Tenant for damages because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption unless due to Owners negligence. Owner or Owner's designee shall, however, proceed with reasonable diligence to restore such service to the extent it is within Owner's control. Owner shall not be liable to Tenant for damage because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption due to Tenant's

failure to pay invoiced amounts within 30 days of the invoice due date and any subsequent stoppage of utility service by Owner's management agent.

ARTICLE 6 - COMMON AREAS AND MAINTENANCE

6.01. All facilities furnished by Owner in, near and about the Front Entry Plaza including but not limited to, pedestrian sidewalks and ramps, escalators, elevators, interior and exterior stairwells, landscaped areas, comfort stations and other areas and any and all improvements provided by Owner for the general use, in common, of Tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Owner. The Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities in or on all said areas and improvements; to police the same; to restrict parking by tenants, their officers, agents and employees to negotiated employee parking areas; to enforce parking charges (by operation of meters or otherwise), to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

6.02. All common areas and facilities not within the leased premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

6.03. In each lease year, Tenant will pay to Owner, in addition to the rental specified herein, as further additional rent, the amount set forth in ARTICLE 2 - RENT AND TERM Section 2.01(b).

6.04. For the purpose of this ARTICLE 6 the "Front Entry Plaza's operating cost" means the total cost and expense incurred in operating and maintaining the

common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including without limitation, the cost of public liability and property damage insurance, sanitary control, trash, rubbish, garbage and other refuse, and the cost of personnel for security within the common facilities. "Common facilities" means all areas, space, equipment and special services provided by Owner for the common or joint use and benefit of the occupants of the Front Entry Plaza, their employees, agents, servants, customers, and other invitees, including without limitation, landscaped areas within the Front Entry Plaza, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks.

ARTICLE 7 - DELIVERIES

7.01. Deliveries to the Leased Premises shall be made either on the Beaver Street or former Hudson Avenue side of the Front Entry Plaza subject to such rules and regulations as may be promulgated by the Owner. Under no circumstance shall any delivery interfere with or otherwise impede the operation of the MVP Arena -Albany County Civic Center.

7.02. A schedule of deliveries pursuant to this Lease Agreement shall be agreed upon between Owner and Tenant.

ARTICLE 8 - INSURANCE

8.01 Tenant agrees to procure and maintain at its own expense, until final acceptance by the County, of this Lease Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Prior to taking possession, Tenant shall furnish to the County a Certificate(s) showing that the requirements of this Article are met. The Certificates) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice is given to the County. The certificates shall name the County of Albany, SMG, MVP Health Care, State of New York and New York State Urban Development Corporation as additional insureds.

ARTICLE 9 - DESTRUCTION BY FIRE OR OTHER CASUALTY

9.01 In the event the Leased Premises are hereafter damaged or destroyed or rendered partially untenantable for their accustomed uses by fire or other casualty insured under the coverage which Owner is obligated to carry pursuant to ARTICLE 8, Owner shall promptly repair said premises and restore the same to substantially the condition immediately prior to the casualty. From the date of casualty until the Leased Premises are repaired and restored, rent payments and all other charges and items of additional rent payable hereunder shall abate in proportion the part of the Leased Premises destroyed or

rendered untenantable bears to the total Leased Premises (provided, however, that payment shall not abate if the destruction or damage was caused by Tenant or Tenant's employees or agents.) In the event fifty percent (50%) or more of the Leased Premises or the building of which they are a part is destroyed or rendered untenantable by fire or other casualty during the last year of the term of this Lease (based upon the cost to replace the premises damaged or destroyed as compared with the physical value of the improvements on the Leased Premises of said Building, as the case may be, immediately prior to such fire or other casualty as shown by certificate of Owner's architect), either party hereto shall have the right to terminate this Lease effective the date of such casualty, by giving to the other party hereto, within thirty (30) days after the happening of such casualty, written notice of such termination. If said notice be given within the thirty (30) day period, this Lease shall terminate and annual rent and all other charges and items of additional rent shall abate as aforesaid from the happening of such casualty, and Owner shall promptly repay to Tenant any rent theretofore paid in advance which has not been earned at the date of the casualty. If the casualty termination notice is not given and Owner is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair and replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to their damage or destruction. Except as herein expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other changes or items of additional rent as the result of a fire or other casualty. In determining what constitutes prompt repair of the Leased Premises consideration shall be given to the delays caused by strikes, adjustment of insurance and other causes beyond Owner's control.

9.02. If, however, the building of which the Leased Premises are a part shall be substantially damaged or destroyed by fire or casualty, or if, as a result of a risk not covered by the forms of hazard insurance at the time then customarily carried on like improvements in the locality in which the Leased Premises are located, the Leased Premises are substantially damaged, Owner shall promptly restore, to the extent originally constructed by Owner (consistent, however, with zoning laws and building codes then in existence), so much of such building or the Leased Premises as were originally constructed by Owner to substantially the condition thereof at the time of such damage, unless Owner, within thirty (30) days after such loss, gives notice to Tenant of Owner's election to terminate this Lease. If Owner shall give such notice, this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

9.03. Further, if there is substantial damage or destruction from any cause to buildings within the Front Entry Plaza to such extent that continued operation of the Front Entry Plaza would be uneconomical in Owner's sole, reasonable determination, Owner shall also have the right, within thirty (30) days after

such damage, to terminate this Lease by suitable notice to Tenant in which is stated a date as of which Owner desires surrender of Tenant's Leased Premises, and this Lease shall terminate as of the date so stipulated as if the same were the date originally established as the expiration date hereof. The term "substantial damage" or destruction as used herein, shall refer to damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within thirty (30) days from the time that such work would commence.

ARTICLE 10 - SIGNS

10.01. Tenant shall be entitled to install signage and trade dress as permitted under the controlling municipal ordinances without prior approval of the Owner. If required, Owner shall execute and return any applications or other documentation prepared by Tenant within five working days to allow Tenant to secure permitted signage. In the event Tenant elects to make application for a signage variance to exceed the limits established by municipal ordinance, prior Owner approval shall be required.

10.02. Upon termination of this Lease by expiration or otherwise, Tenant shall remove all of its signs, interior and exterior, within ten (10) days after such termination and shall repair to Owner's reasonable satisfaction any damage caused by such removal. If Tenant fails to perform such removal and repair within the reasonable time listed above, Tenant agrees that the Owner shall, at the Owner's option, perform such repair and removal at the expense of Tenant.

ARTICLE 11 - ASSIGNMENT

11.01. Tenant shall not sublet or assign this Lease without the Owner's prior consent, which consent will not be unreasonably withheld, provided, however, that Owner shall not be liable for damages on any claim that Owner has unreasonably withheld such consent, Tenant's remedy being limited solely to an action to determine reasonableness of the withholding of such consent and to compel giving the same. It is further agreed that no assignment or sublease shall be effective unless the assignee or sublessee agrees directly with the Owner to perform Tenant's obligations under this Lease. Notwithstanding any permitted assignment or subletting, no further assignment or subletting may be made without Owner's consent and, in all events, Tenant shall remain fully and primarily liable for the payment of all rent, additional rent and the performance of all the terms, covenants and conditions contained herein jointly and severally with such assignee or sublessee. Owner's dealing with an assignee or sublessee shall not affect the continued liability of Tenant under this Lease.

ARTICLE 12 - COMPLIANCE WITH LAW

12.01. Tenant shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction pursuant to laws of any public officer thereof, which shall impose any violation, order or duty upon Owner or Tenant resulting from the use and occupancy of the Leased Premises by Tenant. Tenant shall have the right, upon giving prior written notice to Owner, to contest any obligation imposed upon Tenant pursuant to the provisions of this Article, and to defer compliance during the pendency of such contest, provided that the failure of Tenant to so comply will not subject Owner to prosecution or criminal penalty. Owner shall comply with any such laws, orders, regulations, directions and rules in respect to the Leased Premises, other than those imposing an obligation upon Tenant as aforesaid, subject, however, to the right of Owner similarly to contest as aforesaid and defer compliance during the pendency of such contest.

ARTICLE 13 - SUBORDINATION

13.01 This instrument shall not be a lien against said Leased Premises with respect to any first mortgage that currently exists or that hereafter may be placed against said Leased Premises and/or the Front Entry Plaza. Upon the recording of such mortgage or mortgages, the same shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording of the same.

13.02 Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Owner or the Owner's assigns and legal representatives to the option of canceling this Lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly, provided, however, that a non-disturbance agreement shall have first been entered into in respect to such mortgage. Tenant shall receive a written nondisturbance agreement from the holder of any present mortgage or any prior leasehold estate. The term "non-disturbance agreement" as used in this Article shall mean an agreement in recordable form between Tenant and the holder of any subsequent mortgage lien, which shall provide, in substance, that Tenant shall attorn to any such mortgagee and that as long as Tenant is not in default under this Lease beyond any period given to Tenant to cure such default, such holder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding to enforce nor will this Lease be terminated or otherwise affected by enforcement of, any rights given to such holder pursuant to the terms, covenants or conditions contained in such mortgage or mortgages, or any other documents held by such holder or any rights given to such holder as a matter of law. However, at the election of the holder of any first mortgage on

the Front Entry Plaza, this Lease shall be prior and superior to the lien of any such mortgage.

13.03. Tenant agrees to make minor, reasonable changes to this Lease as may be required by any subsequent mortgagee, provided such mortgagee is a recognized lending institution and the changes do not modify the substance of this agreement.

13.04. With reference to any assignment by Owner of Owner's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Leased Premises, Tenant agrees:

a) That the execution thereof by Owner and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of the obligations of the Owner hereunder, unless and until such holder shall, by notice to Tenant, specifically otherwise elect; and

b) Except as aforesaid, such holder shall be treated as having assumed Owner's obligations hereunder only upon foreclosure of such holder's mortgage, the taking of possession of the Leased Premises, and such holder's acceptance of Tenant's attornment.

ARTICLE 14- DEFAULT

14.01. It is expressly understood and agreed that in case the Leased Premises shall be deserted or vacated, or if default be made in the payment of the rent or additional rent or any part thereof as herein specified, or if, without the consent of the Owner, Tenant shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of Tenant to be kept and performed, or if Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their departments or bureaus, applicable to the Leased Premises, or if Tenant shall file or there shall be filed against Tenant a petition in bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Owner may, if the Owner so elects, and may at any time thereafter terminate this Lease and the term hereof, on giving to Tenant thirty (30) days prior written notice to cure such default, except in the case of nonpayment of rent or additional rent said notice shall require a cure within ten (10) days, and if such default is not so cured, this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof. The Owner may dispossess or remove Tenant or any other occupant of the Leased Premises by summary proceedings or

otherwise, and remove their effects and hold the Leased Premises as if this Lease had not been made, but without prejudice to Owner's remedies, on account thereof as set forth in Section 14.02 below.

14.02 After default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, Tenant moves out, or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal in the event of such dispossession or removal and notwithstanding such action or the termination of this Lease, (a) Tenant shall be liable forthwith to pay the rent and additional rent payable under this Lease up to the date of such dispossession, removal or termination, (b) Owner may relet the leased Premises, or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms which may, at the option of Owner, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent for a reasonable time (c) Tenant shall pay to Owner as liquidated damages for the failure of Tenant to observe and perform the covenants and agreements of Tenant under this Lease, any deficiency between the rent and additional rent payable by Tenant under this Lease and the net amount, if any, of the rents collected on account of the Lease or Leases of the Front Entry Plaza for each month of the period which would otherwise have constituted the balance of the term of this Lease, (d) amounts received by Owner after reletting shall first be applied against Owner's expenses incurred in any reletting, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease. Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease. When and if such expenses have been completely recovered, the amounts received from reletting by Owner as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant; further, amounts received by Owner from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms. Owner may make such alterations, repairs, replacements and decorations in the Front Entry Plaza as Owner considers advisable and necessary for the purpose of reletting the Front Entry Plaza, and the making of such alterations and decorations shall not operate or be construed to release Tenant from liability under this Lease. The failure or refusal of Owner to relet the Front Entry Plaza or any part thereof shall not release or affect the liability of Tenant for damages under this Lease. Owner shall in no event be liable in any way whatsoever for liability to relet the Leased

Premises or, in the event that the Leased Premises are relet, for inability to collect the rent under such reletting.

14.03 If, after default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, Tenant moves out or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal, expiration of Lease, or prior to the issuance of the execution of the warrant, Tenant's fixtures and properties shall be deemed abandoned by the said Tenant and shall become the property of the Owner.

ARTICLE 15 - CURING DEFAULTS

15.01. In the event Tenant defaults in the observance or performance of any covenant or agreement of this Lease on the part of Tenant to be observed or performed, beyond any period given to Tenant to cure such default, Owner may perform for the account of Tenant, and if Owner makes any expenditures or incurs any obligation for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceedings, such expenditures paid, or obligations incurred, with interest and costs, shall be deemed to be additional rent and shall be paid by Tenant to Owner within (10) days of rendition to Tenant of any bill or statement therefore.

ARTICLE 16 - EMINENT DOMAIN

16.01. In the event that the whole of the Leased Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding. Further, if so much of the Front Entry Plaza shall be so taken that continued operation of the Front Entry Plaza would be uneconomical in Owner's reasonable determination, Owner shall have the right to terminate this Lease by giving notice to Tenant of Owner's desire so to do not later than thirty (30) days after the effective date of such taking.

16.02. In the event of a taking of less than the whole of the Leased Premises, this Lease shall cease and expire with respect to the portion of the Leased Premises taken, upon vesting of title as a result of the taking, and if the taking results in the portion of the Leased Premises remaining after the taking being less than fifty percent (50%) of the original size of same, Tenant may elect to terminate this Lease by giving notice to Owner of such election not more than forty-five (45) days after receipt by Tenant of notice of the taking, stating the date of termination, which date of termination shall be not more than ninety (90) days after the date on which such notice to Owner is given, and upon the date specified in such notice to Owner, this Lease and the term hereof shall cease and expire. If Tenant does not elect to terminate this Lease as aforesaid (a) the annual rent payable under this Lease shall be reduced to an amount to

be. Determined by multiplying the annual rent by a fraction, the numerator of which is the area of the Leased Premises remaining after the taking, and the denominator of which is the total area of the Leased Premises immediately preceding the taking, and (b) after the determination of Owner's award on account of the taking, Owner shall expend as much of the award as necessary to restore the portion of the improvements remaining after the Taking to a complete architectural unit substantially the same as to the condition and tenantability for the use and occupancy of Tenant. Should the net amount so awarded to Owner be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Owner, Owner may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with all reasonable diligence, or Owner may terminate this Lease by giving notice to Tenant not later than a reasonable time after Owner has determined the estimated net account which may be awarded to Owner and the estimated cost of such restoration.

16.03. Notwithstanding anything to the contrary elsewhere contained in this Lease, in the event of a taking of less than the whole of the Leased Premises which occurs during the period of one year next preceding the expiration date of this Lease, Owner or Tenant may elect to terminate this Lease by giving notice to the other Party of such election not more than ninety (90) days after the date on which such notice of termination is given. Upon the date specified in such notice, this Lease and the term hereof shall cease and expire and all rent and additional rent paid under this Lease for the period after such date of termination shall be refunded to Tenant upon demand. On or before such date of termination, Tenant shall vacate the Leased Premises, and any of Tenant's property remaining in the Leased Premises subsequent to such date of termination shall be deemed abandoned by Tenant and shall become the property of Owner.

16.04. In the event of a taking of the Leased Premises or any part thereof, Owner shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Owner, all rights to recover for damages to the Front Entry Plaza, to the Leased Premises, the building in which same is located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, as aforesaid. By way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Owner to grant and assign, to Owner all rights to such damages or compensation. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any taking or condemnation proceedings any claims permitted by law to recover for relocation expenses, loss of business, or depreciation to, or cost of removable trade fixtures, furniture and other personal property belonging to Tenant, provided that such action shall not affect the amount of compensation otherwise recoverable by Owner from the taking authority.

ARTICLE 17 - INDEMNIFICATION

17.01. Tenant shall indemnify Owner, for and against any and all liability, penalties, damages, expenses and judgments arising from claim of damage or injury during said Term to any person or property of any nature except that Owner shall indemnify Tenant for any and all liability, penalties, damages, expenses and/or judgments arising from any willful act or gross negligence of Owner or any of Owner's agents or employees. Owner and Tenant hereby agree to defend and hold each other harmless from any such liability and cost resulting from any injury or damage. At or prior to commencement of the Term, Tenant shall supply to Owner a liability insurance certificate in the amount of One Million and 00/100 ($1,000,000.00) Dollars combined single limit, with Owner designated as an additional insured.

ARTICLE 18 - END OF TERM

18.01. Upon expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Owner the Leased Premises, broom clean, in good order and condition and with all heating, ventilating and air-conditioning systems in good working order, reasonable wear and tear and damage by fire or other casualty excepted.

ARTICLE 19 - QUIET ENJOYMENT

19.01. Owner covenants and agrees that Tenant may peaceably and quietly enjoy the Leased Premises, subject, however, to the covenants and agreements contained in this Lease.

ARTICLE 20- NO WAIVER

20.01 The failure of Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or agreement contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

20.02 The payment by Tenant, or acceptance by Owner, of a lesser amount than shall be due from Tenant to Owner shall be treated otherwise that as a payment on account. Acceptance by Owner of a payment of a lesser amount with an endorsement or statement thereon, or upon any letter accompanying payment that the lesser amount is payment in full, shall be given no effect. Owner may accept payment amounts without prejudice to any right or remedy to collect the full amount owed by Tenant.

ARTICLE 21 - ENTIRE AGREEMENT

21.01 This Lease contains the entire agreement between the parties, and cannot be changed, modified, or amended unless such change, modification or

amendment is in writing and signed by the party against whom enforcement of such change, modification or amendment is sought.

ARTICLE 22 - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

22.01. Owner and Tenant agree that each shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease. If Owner commences any summary proceeding for nonpayment of rent or additional rent, Tenant shall not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this Lease.

ARTICLE 23 - INSPECTION OF PREMISES

23.01. Tenant agrees that the Owner and its agents and/or representatives shall have the right to enter into and upon Leased Premises, or any part thereof, to inspect the premises at reasonable times to insure that the space is being properly and continually maintained. In the case of a true emergency situation, the Owner and its agents shall have such right of entry as may be necessary to correct such emergency situation.

23.02. Tenant also agrees to permit the Owner or the Owner's agents to show the Leased Premises, with reasonable notice and accompanied by an authorized employee of Tenant, to persons wishing to lease the same, during the last six months of the lease term.

ARTICLE 24 - REMEDY FOR BREACH

24.01 In the event of a breach by Tenant, Tenant shall pay to the Owner 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 lease term, together with the Owner's own costs incurred in procuring a substitute Tenant.

ARTICLE 25 - NOTICES

25.01. Any notice or demand required to be given by the Parties under this Lease, or pursuant to any law or governmental regulations, shall be in writing, certified mail, return receipt requested as follows:

Owner:	Tenant:
Albany County Executive 112 State Street, Room 1200 Albany, New York 12207	Ma's Kitchen Corporation D/B/A Lam's Kitchen 51 South Pearl Street Albany, New York 12207

25.02. After receiving notice from any person, firm or other entity, that it holds a mortgage which includes the Leased Premises as part of the mortgaged premises, no notice from Tenant to Owner shall be effective unless and until a copy of the same is given to such holder, and the curing of any of Owner's default by such holder shall be treated as performance by Owner.

ARTICLE 26 – CAPTIONS

26.01. The captions preceding the Articles of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision of this Lease.

ARTICLE 27 - SUCCESSORS AND ASSIGNS

27.01. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Owner and the heirs, personal representatives, successors and assigns of Owner, and Tenant and its successors and assigns.

ARTICLE 28 - NECESSARY APPROVAL

28.01 The State of New York and the New York State Urban Development Corporation shall have the right to disapprove any of the terms of this Lease.

ARTICLE 29 - GOVERNING LAW

29.01 This Agreement shall be governed by and construed according to the laws of the State of New York.

ARTICLE 30- MISCELLANEOUS

30.01. Tenant shall store all trash, debris and all other waste materials in a container in areas designated by Owner.

30.02. Tenant covenants and agrees that no merchandise shall be displayed for sale or for any other purpose on the sidewalk or anywhere outside the Leased Premises without the prior approval of the Owner and the City of Albany.

30.03. The covenants of the Owner contained in this Lease shall be binding upon Owner and Owner's successors in title only with respect to breaches occurring during Owner's and Owner's successors' respective ownership of Owner's interest in the Leased Premises, and Tenant specifically agrees to look solely to Owner's equity interest in the property of which the Leased Premises are a part for the recovery of any judgment against Owner.

30.04. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30.05. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to perform any of the obligations of Owner in this Lease where the inability to so perform is due to causes beyond Owner's reasonable control.

30.06. Owner warrants that it has good and sufficient title to the Leased Premises.

30.07. The term "Owner" as used in this Lease Agreement shall mean the actual Owner or the designee of said actual Owner.

30.08. Tenant covenants and agrees to provide maintenance to the exhaust system once every four (4) months, and clean the air filter as prescribed by the engineer's maintenance recommendations and provide a report of said maintenance work to Owner.

30.09. This lease agreement is contingent upon Tenant receiving all necessary licenses and permits, required to operate its business.

30.10 Wherever Owner's consent is deemed necessary, such consent shall not be unreasonably withheld or delayed.

30.11 Tenant covenants and agrees to maintain the Leased Premises in a condition acceptable to the Owner for the duration of the Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite their respective names.

Owner: COUNTY OF ALBANY

By: _____ Dated: _____
Daniel P. McCoy,
County Executive,
or, Michael P. McLaughlin
Deputy County Executive

Owner Agent: SMG

By: _____ Dated: _____
Robert H. Belber
General Manager

Tenant: Ma's Kitchen Corporation D/B/A Lam's Kitchen

By: _____ Dated: _____
Bin Yang

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

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrucment and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the insturment, the inndividual, 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 _____, 2026 before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the insturment, the individual, or the person upon behlf of which the individual acted, wxecuted the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.

On the _____ day of _____, 2026, before me, the undersigned, a notary public in and for the stae personally appeared Robert H. Belber, G.M. of the MVP Arena, personally known to me or proved to me on the basisi of satisfacory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrumnet, the individal, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, personally appeared _____ personally known to me or proved to me on the basisi of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the insturment, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"
INSURANCE COVERAGE

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

2. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

3. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

4. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:	Combined Single Limit:
Bodily Injury	$1,000,000.
Property Damage	$1,000,000.
Personal Injury	$1,000,000.

Contract #: 2026-0176

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Probation A3140

Date Submitted:

Contact Person: [William Connors]

Contact Phone: 518-487-5194

Vendor Info: Big Brothers Big Sisters of the Capital Region, Inc

Estimated Amount: 35,000

Scope of Services: Probation U-CAN for Raise the Age Youth

Budget Line Item: A93140-44046

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

DANIEL P. MCCOY
County Executive

COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207
PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MATTHEW CALDERWOOD
Principal Probation Officer

February 3, 2026

Albany Contract Board:

Hon. Daniel P. McCoy, County Executive
112 State Street, Room 1200
Albany, NY 12207

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

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

Re: Probation RFP 2025-169 Youth Mentoring

Dear Sirs:

Authorization is requested to contract with Big Brothers Big Sisters of the Capital Region.

An RFP was issued by Albany County seeking Proposals for Youth Mentoring services in conjunction with Albany County Family Court. The program will be responsible for implementing a structured mentoring program for justice involved youth ages 12-17 referred through Albany County Family Court.

Big Brothers Big Sisters of the Capital Region was selected as the vendor. The cost is $35,000. per year.

Thank you for your consideration.

Sincerely,

Will Connors

DANIEL P. MCCOY
County Executive

COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207
PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

Matthew Calderwood
Principal Probation Officer

TO: Pam O'Neil, Purchasing Division

FROM: William Connors, Probation Director

RE: Youth Mentoring Services RFP

DATE: March 3rd, 2026

Attached please find the scoring results for the Youth Mentoring Services RFP 2025-169. Big Brothers Big Sisters of the Capital Region (BBBSCR) received the highest overall score. I am recommending that Big Brothers Big Sisters of the Capital Region be awarded the contract in the maximum amount of $_____. Thank you.

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: William Connors
Albany County Probation Department

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: March 4, 2026

RE: RFP 2025-169 Youth Mentoring Services

I am in receipt of your recommendation to award the aforementioned to Big Brothers Big Sisters of the Capital Region in the amount of $35,000.00.

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 Big Brothers Big Sisters of the Capital Region.

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

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2026-0176

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 BIG BROTHERS BIG SISTERS OF THE CAPITAL REGION, INC, having an address at Po Box 8468 Albany, NY 12208 (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 Improve outcomes for youth in juvenile justice system by pairing them with trained mentors and integrating mentoring progress into Family Court supervision and decision-making. The program must ensure that mentors are carefully recruited, trained, and supported to reflect the diverse backgrounds, lived experiences, and cultural identities of the youth served.; 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, 2026 and ending May 31, 2027.

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 35,000. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

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

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover,

any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be

subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

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

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

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

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

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

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

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

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

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

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, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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

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

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

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

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

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

1. Vendor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

i. The dangers of drug abuse in the workplace;

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

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

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

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

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

i. Abide by the terms of the statement.

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

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

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

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

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

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

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

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

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

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

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

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

2. Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that

person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

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

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

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

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERUPTION OF WORK [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.

DIGITAL SIGNATURE PAGE

Schedule A

Schedule A shall include the following:

1. RFP 2025-169 Youth Mentoring BBBSCR
2. Any Addenda
3. Vendor’s Proposal dated November 25, 2025

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY PROBATION DEPARTMENT

RFP#2025-169

YOUTH MENTORING SERVICES

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: _YOUTH MENTORING SERVICES **RFP NUMBER: 2025-169**

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 # 2025-169

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 #2025-169

Sealed Proposals for Youth Mentoring Services as requested by the Albany County Probation Department 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, November 28, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at **http://www.empirestatebidsystem.com, starting** by close of business (4:30 p.m.) on Thursday, November 13, 2025.

Pamela O Neill
Purchasing Agent

Dated: ***November 6, 2025***
Albany, New York

PUBLISH ONE DAY –***Thursday, November 13, 2025***-- THE EVANGELIST
PUBLISH ONE DAY – ***Thursday, November 13, 2025*** -- THE TIMES UNION

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

YOUTH MENTORING SERVICES

ALBANY COUNTY PROBATION DEPARTMENT

RFP #2025-169

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 Youth Mentoring Services in conjunction with Albany County Family Court.

1.2 This initiative aims to improve outcomes for youth in juvenile justice system by pairing them with trained mentors and integrating mentoring progress into Family Court supervision and decision-making.

1.3 The selected vendor will be responsible for implementing a structured, year-round mentoring program for justice-involved youth ages 12-17 referred through Albany County Family Court. The program must ensure that mentors are carefully recruited, trained, and supported to reflect the diverse backgrounds, lived experiences, and cultural identities of the youth served.

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, November 28, 2025***, 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 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 the Albany County Probation 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 Youth Mentoring Services for youth in conjunction with Albany County Family Court.

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

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

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

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

SECTION 4: SCOPE OF SERVICES

4.1 The selected vendor must implement the following services:

- Recruit qualified mentors with lived experience and diverse backgrounds reflective of the youth served.
- Provide internal vetting and recruitment guidelines and/or policies.
- Conduct intake assessments and coordinate with Family Court to identify appropriate participants.
- Facilitate one-on-one weekly mentoring sessions for a minimum of 12 months.
- Monthly check-ins with mentors; contribute to a multidisciplinary, court-based team convening on a regular basis at and/or with Albany County Family Court and maintain open communication with the court and Albany County Probation Department for ongoing judicial oversight and compliance monitoring.
- Provide data evaluations and/or outcome data as requested by Albany County Family Court and Albany County Probation Department.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be a year upon execution of 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.

5.3 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, 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. Proposals shall be evaluated based upon the following:

CRITERIA	***WEIGHT***
Experience mentoring youth with justice system involvement within Albany County	30%
Demonstrated ability to coordinate with Albany County Family Court and/or Albany County Probation Department and provide outcome data as needed	30%
Program design	30%
Cost	10%

8.3 Proposals will be examined and evaluated by the Albany County Probation 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 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

(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: 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: YOUTH MENTORING SERVICES
RFP Number: _2025-169

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: YOUTH MENTORING SERVICES
RFP Number: _2025-169_

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☐ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☐ No

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

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

Albany County Family Court Pilot Initiative:

U-CAN for Raise-the-Age Youth

Proposal from:
Big Brothers Big Sisters of the Capital Region

Prepared by:
Jessica Underhill, Program Director
PO Box 8468
Albany, NY 12208
518-928-6526

Prepared for:
COUNTY OF ALBANY
Title: Youth Mentoring
RFP # 2025-169

For submission to:
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
Pamela O'Neil, Purchasing Agent
112 State Street, Room 820
Albany, NY 12207

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SECTION I: Proposal Form

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: YOUTH MENTORING SERVICES
RFP Number: _2025-169

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;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:

Jessica Underhill, Program Director

jessicau@bbbscr.org

Phone: 518-928-6526

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

SECTION II: Qualifications / Experience

Name: Big Brothers Big Sisters of the Capital Region

Mailing Address: PO Box 8468, Albany, NY 12208
Office address: The Blake Annex, 1 Steuben Place, Albany, NY 12207

Big Brothers Big Sisters of the Capital Region (BBBSCR) proposes establishing a comprehensive mentoring program for youth in Albany County impacted by the justice system under the Raise the Age initiative. In partnership with Honorable Ricja Rice, Albany County Family Court Judge, we propose a one-year pilot program utilizing the proven U-CAN mentoring model. This program will match high-risk youth with volunteer mentors, who will be monitored and supported by BBBSCR. Oversight will be provided by Judge Rice through her authority in the Youth Part.

BBBSCR will draw upon its established qualifications and experience, including:

- A proven methodology for successful mentoring programs tailored for at-risk youth.
- A history of collaboration with Albany County Family Court through the U-CAN program.
- Current and future networks and partnerships.

Qualifications to implement successful youth mentoring:

Big Brothers Big Sisters of the Capital Region (BBBSCR) is a regionally operated nonprofit organization that has served New York's Albany, Rensselaer, Saratoga, and Schenectady counties since 1964. We believe in defending the power and promise of youth through one-to-one mentoring relationships between youth (“Littles”) and caring adults (“Bigs”).

In our work, we provide access to the people and resources needed to help young people succeed throughout their lives. Mentorship has been proven to be one of the most powerful ways to change the trajectory of a young person's life.

The BBBS service model:

- Has been adapted and refined over 120 years
- Prioritizes youth in their journey to success, empowering them through mentorship and community connections
- Collaborates with a referral network to provide wrap-around services, recognizing that family stability contributes to a youth's success
- Professionally supports each mentoring relationship from the initial meeting to closure, ensuring quality and safety

- Utilizes evidence-based data collection models developed in partnership with the University of Chicago to ensure quality and demonstrate outcomes

Experience collaborating with the Albany Family Court & U-CAN:

Starting in 2019, BBBSCR partnered with the NYS Unified Court System to help support the U-CAN programs within the Albany and Schenectady Family Courts. Created by Judge Andra Ackerman, U-CAN (United Against Crime - Community Action Network) is a court-based mentoring program that combines tough love with strict accountability and consistent mentorship.

Key Features of U-CAN:

- One-on-one weekly mentoring for 12 months
- Ongoing court oversight and compliance monitoring
- Positive incentives (case reduction, dismissal) balanced with firm consequences

Results:

- Over 80% success rate with high-risk offenders
- Graduates are now working, raising families, and contributing to their communities without engaging in crime.
- The program has been replicated in courts across the state, including Schenectady.

The U-CAN program implementation in Family Court has depended on BBBSCR's expertise to vet and train mentors, regularly monitor and support mentor-mentee relationships, collect outcomes data, and provide monthly (or more frequent, if needed) reports to the court. BBBSCR has served 8 youth in the U-CAN programs at Albany and Schenectady Family Court.

BBBSCR has a proven history of engaging with the target population, as well as collaborating with the Albany Family Court and the U-CAN program.

By investing in the proposed Youth Mentoring initiative lead by BBBSCR, Albany County can

- Bridge gaps in the current system: Raise-the-Age youth often receive neither effective rehabilitation nor sufficient accountability in Family Court.
- Prevent high instances of recidivism: 80% of youth released from incarceration are rearrested within 3 years (DCJS)
- Decrease the financial burden of incarceration: Detention exceeds $200,000 annually per youth, with little return on investment.

Enriquette Durán

Troy, NY | enriquette@bbbscr.org | 518-708-4891

Education

Bachelor's of Arts in Liberal Studies; concentration in Social Sciences
Thomas Edison State University, Trenton, NJ

Professional Experience

Big Brothers Big Sisters of the Capital Region 2019-Present

Senior Program Manager; 2021-2025

- Assist in hiring and training Program staff.
- Lead, manage, and evaluate program staff toward accountable, goal-based outcomes.
- Oversee matching process between mentors and mentees, including enrolling participants, conducting interviews, and facilitating initial meetings.
- Manage pipeline of applicants and caseload in alignment with the service delivery goals of the agency and specific monthly goals.
- Support recruitment efforts through community outreach and group presentations.

Community-Based Program Assistant; 2019-2021

- Conduct information sessions and individual interviews with potential volunteers.
- Conduct comprehensive enrollment interviews and assessments with youth and families.
- Provided ongoing support to a caseload of 25 matches to ensure positive and lasting relationships.

Troy Boys and Girls Club 2018

After-School Counselor at School Two

- Supervised elementary school children
- Facilitated enrichment activities, including art, physical education, and computer literacy.

Wildwood Programs (Altamont, NY) 2017

Administrative Assistant

- Responsible for greeting and assisting all visitors, ensuring a positive first impression of the organization.
- Handled all administrative tasks, including answering phones, submitting attendance, and managing paperwork efficiently.

Jessica Underhill

underhill.jessica@gmail.com ◊ 518) 729 8505 ◊ Schenectady, NY 12304

Employment and Experience

Big Brothers Big Sisters of the Capital Region *Feb '19—Present*

Program Director, *Sept '25—Present*
Program Coordinator/Program Impact Manager, *Aug '23—Sept '25*

- Monitor and evaluate program impact using both qualitative and quantitative metrics to ensure compliance with funder and BBBS of America standards
- Develop grant proposals, review and report documents utilizing community needs data and funding criteria
- Manage recruitment, interviewing, and matching of mentors and students in the Union College Site-Based mentoring program, growing the program 500%
- Lead the child enrollment process and conduct thorough enrollment assessments to support the creation of safe and successful mentoring relationships

Match Support Coordinator, *Feb '19—Aug '23*

- Provided regular support for a caseload of 40 'matches' to ensure child safety, healthy relationships, and compliance with guidelines and requirements
- Troubleshot match issues to guarantee a high level of satisfaction between Bigs, Littles and Families and maintain retention rates
- Developed volunteer training materials, including PowerPoint presentation and handouts, and conduct in-person and virtual trainings and orientations

Children's Writer: Self Employed *Jan '17—Present*

United Way of the Greater Capital Region *Feb '11—Feb '17*

Director of Community Impact, *Aug '13—Feb '17*
Community Impact Manager, *June '12—Aug '13*

- Developed the United Against Hunger initiative from the ground up, including conducting extensive data analysis and community conversations to identify United Way's strategic interventions
- Presented Capital Region's success in increasing participation in the Summer Meals program and program evaluation as an invited panelist at the National Summer Meals Summit in November 2015
- Leveraged over $250,000 in external grants for community level work
- Administered the federally funded Emergency Food and Shelter program for New York State
- Managed United Way's Strategic Investments / Initiatives, identifying high impact investment opportunities in the social service sector, distributing $800,000 in grants annually

- Provided technical assistance to over 25 area human service agencies in the areas of program development, evaluation, outcome measurement, and implementation of best practices and evidence-based strategies
- Collaborated with internal and external stakeholders to develop plans, set measurable objectives in the areas of food security, early education and family resource centers

Community Impact Assistant, *Feb '11—June '12*

- Managed communications, scheduling, and paperwork tracking for annual funding application and review process
- Acted as first point of contact for funding applicants/recipients

Education

City University, University of London (UK)
Master of Arts, December 2008
Program: Communities, Organizations & Social Change

University of Wisconsin-Madison (USA)
Bachelor of Arts, May 2004
Double Major: International Studies; Latin American, Caribbean and Iberian Studies
Areas of Emphasis: Global Security and Spanish

SECTION III: References

Reference 1:
Brad DiPietro, U-CAN Courts Coordinator
NYS Unified Court System
Third Judicial District
2500 Pond View, Suite 210
Castleton-on-Hudson, NY 12033
P: (518) 949-1164
E: bdipietr@nycourts.gov

Reference 2:
John Caher, Senior Advisor for Strategic Communications
New York State Office of Court Administration
2500 Pond View, Suite 210
Castleton-on-Hudson, NY 12033
P: 518-703-0596
E: jcaher@nycourts.gov

SECTION IV: Plan Implementation

Motivation:

Youth in traumatic environments who suddenly face the structure of probation often struggle to succeed without adequate support. Raise-the-age and other youth involved in Family Court often exhibit the following characteristics:

- Their parents are absent or uninterested.
- They lack structure, guidance, and support.
- They often feel angry, directionless, and increasingly worthless.
- If they are in school, they are likely failing.
- Their antisocial behavior is escalating and moving closer to serious criminal conduct and violence.
- They have not entirely lost hope for their lives, but they are perilously close to doing so.
- They are at a critical crossroads and desperately need a positive role model.

BBBSCR has developed a comprehensive plan to successfully implement a Youth Mentoring program that builds stable relationships and provides guidance toward a productive, crime-free future. Supportive mentoring, along with targeted “carrot and stick” approaches in the courtroom, will lead to lower recidivism, reduced system costs, and stronger community outcomes.

With funding from Albany County for the pilot year, BBBSCR will serve **10 Albany County youth** involved in Family Court due to Raise-the-Age policies. By expanding and solidifying networks and systems, and by evaluating program data to achieve better results, we will be able to develop the U-CAN program in both quantity and quality. Through an intentional and collaborative approach, the program aims to foster positive relationships and personal growth while steering youth away from crime.

Tasks (under Scope of Service):

1. *Recruit qualified mentors with lived experience and diverse backgrounds reflective of the youth served.*

   BBBSCR and the statewide U-CAN Coordinator will leverage local networks and conduct outreach to recruit dedicated mentors who are relatable to the target population. Some of the methods of recruitment will include:

   - Referrals from current BBBS and U-CAN mentors
   - Contacting U-CAN alumni mentors

- Outreach at events catered towards diverse populations
- Referrals from law firms, Albany Law School, and other legal businesses and associations
- Referrals from non-profit partners that serve diverse populations, including
    - Success Map Initiative
    - We are Revolutionary
    - Mission Accomplished
    - Jamil Hood / Hood's House of Hoops
    - Capital District YMCA

2. *Provide internal vetting and recruitment guidelines and/or policies.*

   BBBSCR has a comprehensive vetting and evaluation process to recruit the most qualified mentors and foster strong, lasting mentorships.

   The enrollment process for BBBSCR mentors includes the following:

   - Mentorship training provided by BBBSCR
   - A detailed interview
   - Reference checks, including those from any youth-serving organizations
   - A background check
   - Fingerprinting

   Using the information gathered through these steps, BBBSCR assesses each applicant's suitability for mentorship, creates a detailed profile of the mentor, and recommends the type of mentee that would best align with the mentor's strengths and background.

3. *Conduct intake assessments and coordinate with Family Court to identify appropriate participants.*

   BBBSCR will collaborate with Judge Rice to identify qualified candidates for the U-CAN Youth Mentoring program. Upon identification of a candidate, BBBSCR will conduct comprehensive interviews with the youth and their parent or guardian. Similar to the process for mentor selection, BBBSCR will work collaboratively with the youth, their parent or guardian, service providers, and probation officer to conduct a thorough analysis of the youth's needs and goals, ultimately providing a thoughtful recommendation for a suitable mentor.

   BBBSCR is committed to creating effective matches that enable mentees to reach their objectives and pursue a constructive path away from criminal behavior.

4. *Facilitate one-on-one weekly mentoring sessions for a minimum of 12 months.*

   BBBSCR will facilitate the first mentoring session at the Probation office. At the initial meeting, mentors and mentees will get to know each other, set goals, and plan initial outings.

   Matches will then meet in person for one-on-one interactions in safe, public spaces such as community centers, parks, or libraries. BBBSCR is dedicated to collaborating with both mentees and mentors to identify engaging activities tailored to each mentee's interests and preferences. These activities are designed not only to be enjoyable but also to support the mentee in exploring their passions, setting and achieving personal goals, and discovering healthy alternatives to potentially harmful behaviors.

   The BBBSCR Match Support Specialist collaborates with all parties to enhance communication and cooperation, increasing the likelihood of a lasting match.

5. *Monthly check-ins with mentors; contribute to a multidisciplinary, court-based team convening on a regular basis at and/or with Albany County Family Court and maintain open communication with the court and Albany County Probation Department for ongoing judicial oversight and compliance monitoring.*

   Trained BBBSCR staff members professionally monitor all matches to ensure they are safe, developing positively, and that boundaries are respected. BBBSCR adheres to national standards for matches and ensures compliance with all rules established by the court and probation department.

   Monthly guided contacts, known as "match support," are conducted by these trained staff members. Match support assesses any positive growth in the mentor-mentee relationship, addresses any concerns or issues, and collaborates with the youth, mentor, and parent or guardian to overcome obstacles. The Match Support Specialist also connects participants with resources for any crises or other needs through our referral system.

6. *Provide data evaluations and/or outcome data as requested by Albany County Family Court and Albany County Probation Department.*

   BBBSCR will provide **monthly reports** to the Court and Probation, which will include the following information:

   - Compliance with the program (court attendance, probation conditions, mentor engagement)
   - Number of contacts BBBSCR had with:
     - Mentor*

    - Mentee*
    - Parent/Guardian*
    - Probation officer
- An overview of the outcomes from all contacts with the above parties
- Next steps or follow-up actions
- Any other information requested by the Court or Probation Department

*(Number of contacts will be at least once, through Match Support)

To assess and evaluate the outcomes for youth participating in this pilot, BBBSCR will use data collection tools developed by BBBSA in collaboration with the University of Chicago and Harvard. These tools are designed to track key youth outcomes that predict long-term success, including sense of belonging and social connections, positive behaviors and choices, social and emotional health, and educational achievement.

The data collection tools include:

- Youth Outcome Surveys: Baseline and yearly surveys that assess changes in mental health, academic performance, risky behaviors, occupational identity, family connectedness, and emotional regulation.
- Youth Outcome Development Plan: Individualized goals and action steps for each participant. The YODP will be developed in collaboration with the mentor, parent/guardian, judge, and/or other supportive parties.
- Strength of Relationship Surveys: Assesses the connectedness between mentors and mentees.
- Match Support: Regular contact by staff with mentors, mentees, and families to ensure safety and success, while gathering data on needs and achievements.

Targets for Pilot Year:
Recruit 20 potential U-CAN mentors
Train and enroll 10 U-CAN mentors
Enroll 10 U-CAN mentees
Create 10 U-CAN matches

Program outcomes:
- Increase compliance with court mandates and probation conditions
- Positive gains in behavior, mental health/emotional wellness, and life or employment skills
- Decrease in recidivism

SECTION V - Cost Proposal

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: YOUTH MENTORING SERVICES
RFP Number: _2025-169_

COMPANY: **Big Brothers Big Sisters of the Capital Region NY**

ADDRESS: **PO Box 8468**

CITY, STATE, ZIP: **Albany, NY 12208**

TEL. NO.: **518-862-1250**

FAX NO.: _____

FEDERAL TAX ID NO.: **14-60835512**

REPRESENTATIVE: **Jessica Underhill**

E-MAIL: **jessicau@bbbscr.org**

SIGNATURE AND TITLE Jessica Underhill **Program Director**

DATE **11/25/25**

Big Brothers Big Sisters of the Capital Region		
Albany County RFP #2025-169		
Cost Proposal Budget		
EXPENSES		
Direct Service - Personnel		
Mentor Recruitment, Enrollment, Training	$5,004	
Mentee Enrollment & Evaluation	$5,004	
Match Pairing and Introductions	$3,265	
Match Support/Case Management	$6,527	
Program Reporting, Data Collection, and Analysis	$1,958	
Total Salary	$ 21,758	
Fringe (14%)	$ 3,542	
Total Personnel		$ 25,300
Other than Personnel		
Mentoring Program expenses - Buses		
Mentoring Program expenses - Supplies	$ 1,000	
Background checks for Volunteers	$2,500	
Staff Travel for Mentoring Programs	$ 250	
Total other than Personnel		$ 3,750
Indirect (17%)		$ 5,950
TOTAL EXPENSES		$ 35,000

SECTION V – Mandatory Attachments

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

11/25/25
Date

CEO
Title

Big Brothers Big Sisters of the Capital Region
Company Name

ATTACHMENT "B" ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 28 day of November, 2025, before me personally appeared Keila Dos Santos to me known, who, being by me sworn, did say that he resides at (give address) ~~Chief Executive Officer~~ PO Box 8403 Albany, NY 12208 that he is the (give title) Chief Executive Officer of the (name of corporation) Big Brothers Big Sisters of the Capital Region 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.

JACQUALYN M. WILLIAMS
Notary Public, State of New York
Qualified in Albany County
Registration No. 01WI6403106
Commission Expires Jan. 21, 2028

Notary Public, State of New York

Qualified in Albany

Commission Expires 01/21/28

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 Big Brothers Big Sisters of the Capital Region, Inc	3. IDENTIFICATION NUMBERS a) FEIN # 14-6035512 b) DUNS #162489538	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.bbbscr.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE PO Box 8468, Albany, NY 12208 (MAILING ADDRESS) The Black Annex, 1 Steuben Pl, Albany, NY 12207 (PHYSICAL ADDRESS)	7. TELEPHONE NUMBER 518-862-1250	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE

Name Keila dos Santos

Title CEO

Telephone Number 518-764-3711

Fax Number N/A

E-mail keila@bbbscr.org

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

a) NAME Daniel Hurteau	TITLE Board President	b) NAME	TITLE
c) NAME Amy Anderson	TITLE Board Vice-President	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. — Yes ☑No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? — Yes ☑No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

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

20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	Yes ☑ No

ATTACHMENT "D"

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

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

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

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

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

Signature

CEO
Title

11/25/25
Date

Big Brothers Big Sisters of the Capital Region
Company Name

ALBANY COUNTY

VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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 Big Brothers Big Sisters of the Capital Region

Signature of Owner

Address PO Box 8468

Printed Name of Signatory Kila dos Santos

City, State, Zip Albany, NY 12203

Title

Sworn before me this 28 day of November, 20 25

Notary Public

JACQUALYN M. WILLIAMS
Notary Public, State of New York
Qualified in Albany County
Registration No. 01WI6403106
Commission Expires Jan. 21, 2028

Jacqualyn Williams
Printed Name

Signature

11/28/25
Date

RFP #__2025-169: _Youth Mentoring Services_

Proposal Rating Worksheet

Proposer: ___Albany County Land Trust_____

		Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5		
	Weight	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	
Criterion #1- Experience mentoring youth with justice system involvement	30%	3	0.9	2	0.6	3	0.9	3	0.9	4	1.2	
Criterion #2- Demonstrated ability to coordinate with Albany County Family	30%	3	0.9	2	0.6	4	1.2	2	0.6	3	0.9	
Criterion #3-Program Design	30%	3	0.9	2	0.6	3	0.9	3	0.9	3	0.9	
Criterion #4- Cost	10%	3	0.3	3	0.3	3	0.3	3	0.3	3	0.3	
TOTALS:			3		2.1		3.3		2.7		3.3	2.88

NOTES:

Cost:
ACLT: High budget for services most of which fall outside the scope of the RFP request.

RFP #__2025-169: _Youth Mentoring Services_

Proposal Rating Worksheet

Proposer: _Big Brothers Big Sister of the Capital Region_

		Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5		
	Weight	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	
Criterion #1- Experience mentoring youth with justice system involvement	30%	5	1.5	3	0.9	5	1.5	5	1.5	5	1.5	
Criterion #2- Demonstrated ability to coordinate with Albany County Family	30%	4	1.2	3	0.9	5	1.5	4	1.2	5	1.5	
Criterion #3-Program Design	30%	4	1.2	3	0.9	5	1.5	4	1.2	5	1.5	
Criterion #4- Cost	10%	4	0.4	4	0.4	4	0.4	4	0.4	4	0.4	
TOTALS:			4.3		3.1		4.9		4.3		4.9	4.3

NOTES:

BBBSCR: Lowest budget with services clearly focusing on mentoring of youth

RFP #__2025-169: _Youth Mentoring Services_

Proposal Rating Worksheet

Proposer: ____GKNY_____

		Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5		
	Weight	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	**Rate**	**Score**	
Criterion #1- Experience mentoring youth with justice system involvement	30%	2	0.6	2	0.6	4	1.2	3	0.9	4	1.2	
Criterion #2- Demonstrated ability to coordinate with Albany County Family	30%	2	0.6	3	0.9	4	1.2	2	0.6	4	1.2	
Criterion #3-Program Design	30%	3	0.9	4	1.2	3	0.9	3	0.9	4	1.2	
Criterion #4- Cost	10%	5	0.5	5	0.5	5	0.5	5	0.5	5	0.5	
TOTALS:			2.6		3.2		3.8		2.9		4.1	3.32

NOTES:

GKNY: Reasonable budget and offers services beyond mentoring. Serve more youth and has a school component

Albany County Family Court Pilot Initiative:

U-CAN for Raise-the-Age Youth

Proposal from:
Big Brothers Big Sisters of the Capital Region

Prepared by:
Jessica Underhill, Program Director
PO Box 8468
Albany, NY 12208
518-928-6526

Prepared for:
COUNTY OF ALBANY
Title: Youth Mentoring
RFP # 2025-169

For submission to:
ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
Pamela O'Neil, Purchasing Agent
112 State Street, Room 820
Albany, NY 12207

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SECTION I: Proposal Form

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: YOUTH MENTORING SERVICES
RFP Number: _2025-169

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;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:

Jessica Underhill, Program Director

jessicau@bbbscr.org

Phone: 518-928-6526

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

SECTION II: Qualifications / Experience

Name: Big Brothers Big Sisters of the Capital Region

Mailing Address: PO Box 8468, Albany, NY 12208
Office address: The Blake Annex, 1 Steuben Place, Albany, NY 12207

Big Brothers Big Sisters of the Capital Region (BBBSCR) proposes establishing a comprehensive mentoring program for youth in Albany County impacted by the justice system under the Raise the Age initiative. In partnership with Honorable Ricja Rice, Albany County Family Court Judge, we propose a one-year pilot program utilizing the proven U-CAN mentoring model. This program will match high-risk youth with volunteer mentors, who will be monitored and supported by BBBSCR. Oversight will be provided by Judge Rice through her authority in the Youth Part.

BBBSCR will draw upon its established qualifications and experience, including:

- A proven methodology for successful mentoring programs tailored for at-risk youth.
- A history of collaboration with Albany County Family Court through the U-CAN program.
- Current and future networks and partnerships.

Qualifications to implement successful youth mentoring:

Big Brothers Big Sisters of the Capital Region (BBBSCR) is a regionally operated nonprofit organization that has served New York's Albany, Rensselaer, Saratoga, and Schenectady counties since 1964. We believe in defending the power and promise of youth through one-to-one mentoring relationships between youth (“Littles”) and caring adults (“Bigs”).

In our work, we provide access to the people and resources needed to help young people succeed throughout their lives. Mentorship has been proven to be one of the most powerful ways to change the trajectory of a young person's life.

The BBBS service model:

- Has been adapted and refined over 120 years
- Prioritizes youth in their journey to success, empowering them through mentorship and community connections
- Collaborates with a referral network to provide wrap-around services, recognizing that family stability contributes to a youth's success
- Professionally supports each mentoring relationship from the initial meeting to closure, ensuring quality and safety

- Utilizes evidence-based data collection models developed in partnership with the University of Chicago to ensure quality and demonstrate outcomes

Experience collaborating with the Albany Family Court & U-CAN:

Starting in 2019, BBBSCR partnered with the NYS Unified Court System to help support the U-CAN programs within the Albany and Schenectady Family Courts. Created by Judge Andra Ackerman, U-CAN (United Against Crime - Community Action Network) is a court-based mentoring program that combines tough love with strict accountability and consistent mentorship.

Key Features of U-CAN:

- One-on-one weekly mentoring for 12 months
- Ongoing court oversight and compliance monitoring
- Positive incentives (case reduction, dismissal) balanced with firm consequences

Results:

- Over 80% success rate with high-risk offenders
- Graduates are now working, raising families, and contributing to their communities without engaging in crime.
- The program has been replicated in courts across the state, including Schenectady.

The U-CAN program implementation in Family Court has depended on BBBSCR's expertise to vet and train mentors, regularly monitor and support mentor-mentee relationships, collect outcomes data, and provide monthly (or more frequent, if needed) reports to the court. BBBSCR has served 8 youth in the U-CAN programs at Albany and Schenectady Family Court.

BBBSCR has a proven history of engaging with the target population, as well as collaborating with the Albany Family Court and the U-CAN program.

By investing in the proposed Youth Mentoring initiative lead by BBBSCR, Albany County can

- Bridge gaps in the current system: Raise-the-Age youth often receive neither effective rehabilitation nor sufficient accountability in Family Court.
- Prevent high instances of recidivism: 80% of youth released from incarceration are rearrested within 3 years (DCJS)
- Decrease the financial burden of incarceration: Detention exceeds $200,000 annually per youth, with little return on investment.

Enriquette Durán

Troy, NY | enriquette@bbbscr.org | 518-708-4891

Education

Bachelor's of Arts in Liberal Studies; concentration in Social Sciences
Thomas Edison State University, Trenton, NJ

Professional Experience

Big Brothers Big Sisters of the Capital Region 2019-Present

Senior Program Manager; 2021-2025

- Assist in hiring and training Program staff.
- Lead, manage, and evaluate program staff toward accountable, goal-based outcomes.
- Oversee matching process between mentors and mentees, including enrolling participants, conducting interviews, and facilitating initial meetings.
- Manage pipeline of applicants and caseload in alignment with the service delivery goals of the agency and specific monthly goals.
- Support recruitment efforts through community outreach and group presentations.

Community-Based Program Assistant; 2019-2021

- Conduct information sessions and individual interviews with potential volunteers.
- Conduct comprehensive enrollment interviews and assessments with youth and families.
- Provided ongoing support to a caseload of 25 matches to ensure positive and lasting relationships.

Troy Boys and Girls Club 2018

After-School Counselor at School Two

- Supervised elementary school children
- Facilitated enrichment activities, including art, physical education, and computer literacy.

Wildwood Programs (Altamont, NY) 2017

Administrative Assistant

- Responsible for greeting and assisting all visitors, ensuring a positive first impression of the organization.
- Handled all administrative tasks, including answering phones, submitting attendance, and managing paperwork efficiently.

Jessica Underhill

underhill.jessica@gmail.com ◊ 518) 729 8505 ◊ Schenectady, NY 12304

Employment and Experience

Big Brothers Big Sisters of the Capital Region *Feb '19—Present*

Program Director, *Sept '25—Present*
Program Coordinator/Program Impact Manager, *Aug '23—Sept '25*

- Monitor and evaluate program impact using both qualitative and quantitative metrics to ensure compliance with funder and BBBS of America standards
- Develop grant proposals, review and report documents utilizing community needs data and funding criteria
- Manage recruitment, interviewing, and matching of mentors and students in the Union College Site-Based mentoring program, growing the program 500%
- Lead the child enrollment process and conduct thorough enrollment assessments to support the creation of safe and successful mentoring relationships

Match Support Coordinator, *Feb '19—Aug '23*

- Provided regular support for a caseload of 40 'matches' to ensure child safety, healthy relationships, and compliance with guidelines and requirements
- Troubleshot match issues to guarantee a high level of satisfaction between Bigs, Littles and Families and maintain retention rates
- Developed volunteer training materials, including PowerPoint presentation and handouts, and conduct in-person and virtual trainings and orientations

Children's Writer: Self Employed *Jan '17—Present*

United Way of the Greater Capital Region *Feb '11—Feb '17*

Director of Community Impact, *Aug '13—Feb '17*
Community Impact Manager, *June '12—Aug '13*

- Developed the United Against Hunger initiative from the ground up, including conducting extensive data analysis and community conversations to identify United Way's strategic interventions
- Presented Capital Region's success in increasing participation in the Summer Meals program and program evaluation as an invited panelist at the National Summer Meals Summit in November 2015
- Leveraged over $250,000 in external grants for community level work
- Administered the federally funded Emergency Food and Shelter program for New York State
- Managed United Way's Strategic Investments / Initiatives, identifying high impact investment opportunities in the social service sector, distributing $800,000 in grants annually

- Provided technical assistance to over 25 area human service agencies in the areas of program development, evaluation, outcome measurement, and implementation of best practices and evidence-based strategies
- Collaborated with internal and external stakeholders to develop plans, set measurable objectives in the areas of food security, early education and family resource centers

Community Impact Assistant, *Feb '11—June '12*

- Managed communications, scheduling, and paperwork tracking for annual funding application and review process
- Acted as first point of contact for funding applicants/recipients

Education

City University, University of London (UK)
Master of Arts, December 2008
Program: Communities, Organizations & Social Change

University of Wisconsin-Madison (USA)
Bachelor of Arts, May 2004
Double Major: International Studies; Latin American, Caribbean and Iberian Studies
Areas of Emphasis: Global Security and Spanish

SECTION III: References

Reference 1:
Brad DiPietro, U-CAN Courts Coordinator
NYS Unified Court System
Third Judicial District
2500 Pond View, Suite 210
Castleton-on-Hudson, NY 12033
P: (518) 949-1164
E: bdipietr@nycourts.gov

Reference 2:
John Caher, Senior Advisor for Strategic Communications
New York State Office of Court Administration
2500 Pond View, Suite 210
Castleton-on-Hudson, NY 12033
P: 518-703-0596
E: jcaher@nycourts.gov

SECTION IV: Plan Implementation

Motivation:

Youth in traumatic environments who suddenly face the structure of probation often struggle to succeed without adequate support. Raise-the-age and other youth involved in Family Court often exhibit the following characteristics:

- Their parents are absent or uninterested.
- They lack structure, guidance, and support.
- They often feel angry, directionless, and increasingly worthless.
- If they are in school, they are likely failing.
- Their antisocial behavior is escalating and moving closer to serious criminal conduct and violence.
- They have not entirely lost hope for their lives, but they are perilously close to doing so.
- They are at a critical crossroads and desperately need a positive role model.

BBBSCR has developed a comprehensive plan to successfully implement a Youth Mentoring program that builds stable relationships and provides guidance toward a productive, crime-free future. Supportive mentoring, along with targeted “carrot and stick” approaches in the courtroom, will lead to lower recidivism, reduced system costs, and stronger community outcomes.

With funding from Albany County for the pilot year, BBBSCR will serve **10 Albany County youth** involved in Family Court due to Raise-the-Age policies. By expanding and solidifying networks and systems, and by evaluating program data to achieve better results, we will be able to develop the U-CAN program in both quantity and quality. Through an intentional and collaborative approach, the program aims to foster positive relationships and personal growth while steering youth away from crime.

Tasks (under Scope of Service):

1. *Recruit qualified mentors with lived experience and diverse backgrounds reflective of the youth served.*

   BBBSCR and the statewide U-CAN Coordinator will leverage local networks and conduct outreach to recruit dedicated mentors who are relatable to the target population. Some of the methods of recruitment will include:

   - Referrals from current BBBS and U-CAN mentors
   - Contacting U-CAN alumni mentors

- Outreach at events catered towards diverse populations
- Referrals from law firms, Albany Law School, and other legal businesses and associations
- Referrals from non-profit partners that serve diverse populations, including
    - Success Map Initiative
    - We are Revolutionary
    - Mission Accomplished
    - Jamil Hood / Hood's House of Hoops
    - Capital District YMCA

2. *Provide internal vetting and recruitment guidelines and/or policies.*

   BBBSCR has a comprehensive vetting and evaluation process to recruit the most qualified mentors and foster strong, lasting mentorships.

   The enrollment process for BBBSCR mentors includes the following:

   - Mentorship training provided by BBBSCR
   - A detailed interview
   - Reference checks, including those from any youth-serving organizations
   - A background check
   - Fingerprinting

   Using the information gathered through these steps, BBBSCR assesses each applicant's suitability for mentorship, creates a detailed profile of the mentor, and recommends the type of mentee that would best align with the mentor's strengths and background.

3. *Conduct intake assessments and coordinate with Family Court to identify appropriate participants.*

   BBBSCR will collaborate with Judge Rice to identify qualified candidates for the U-CAN Youth Mentoring program. Upon identification of a candidate, BBBSCR will conduct comprehensive interviews with the youth and their parent or guardian. Similar to the process for mentor selection, BBBSCR will work collaboratively with the youth, their parent or guardian, service providers, and probation officer to conduct a thorough analysis of the youth's needs and goals, ultimately providing a thoughtful recommendation for a suitable mentor.

   BBBSCR is committed to creating effective matches that enable mentees to reach their objectives and pursue a constructive path away from criminal behavior.

4. *Facilitate one-on-one weekly mentoring sessions for a minimum of 12 months.*

   BBBSCR will facilitate the first mentoring session at the Probation office. At the initial meeting, mentors and mentees will get to know each other, set goals, and plan initial outings.

   Matches will then meet in person for one-on-one interactions in safe, public spaces such as community centers, parks, or libraries. BBBSCR is dedicated to collaborating with both mentees and mentors to identify engaging activities tailored to each mentee's interests and preferences. These activities are designed not only to be enjoyable but also to support the mentee in exploring their passions, setting and achieving personal goals, and discovering healthy alternatives to potentially harmful behaviors.

   The BBBSCR Match Support Specialist collaborates with all parties to enhance communication and cooperation, increasing the likelihood of a lasting match.

5. *Monthly check-ins with mentors; contribute to a multidisciplinary, court-based team convening on a regular basis at and/or with Albany County Family Court and maintain open communication with the court and Albany County Probation Department for ongoing judicial oversight and compliance monitoring.*

   Trained BBBSCR staff members professionally monitor all matches to ensure they are safe, developing positively, and that boundaries are respected. BBBSCR adheres to national standards for matches and ensures compliance with all rules established by the court and probation department.

   Monthly guided contacts, known as "match support," are conducted by these trained staff members. Match support assesses any positive growth in the mentor-mentee relationship, addresses any concerns or issues, and collaborates with the youth, mentor, and parent or guardian to overcome obstacles. The Match Support Specialist also connects participants with resources for any crises or other needs through our referral system.

6. *Provide data evaluations and/or outcome data as requested by Albany County Family Court and Albany County Probation Department.*

   BBBSCR will provide **monthly reports** to the Court and Probation, which will include the following information:

   - Compliance with the program (court attendance, probation conditions, mentor engagement)
   - Number of contacts BBBSCR had with:
     - Mentor*

    - Mentee*
    - Parent/Guardian*
    - Probation officer
- An overview of the outcomes from all contacts with the above parties
- Next steps or follow-up actions
- Any other information requested by the Court or Probation Department

*(Number of contacts will be at least once, through Match Support)

To assess and evaluate the outcomes for youth participating in this pilot, BBBSCR will use data collection tools developed by BBBSA in collaboration with the University of Chicago and Harvard. These tools are designed to track key youth outcomes that predict long-term success, including sense of belonging and social connections, positive behaviors and choices, social and emotional health, and educational achievement.

The data collection tools include:

- Youth Outcome Surveys: Baseline and yearly surveys that assess changes in mental health, academic performance, risky behaviors, occupational identity, family connectedness, and emotional regulation.
- Youth Outcome Development Plan: Individualized goals and action steps for each participant. The YODP will be developed in collaboration with the mentor, parent/guardian, judge, and/or other supportive parties.
- Strength of Relationship Surveys: Assesses the connectedness between mentors and mentees.
- Match Support: Regular contact by staff with mentors, mentees, and families to ensure safety and success, while gathering data on needs and achievements.

Targets for Pilot Year:
Recruit 20 potential U-CAN mentors
Train and enroll 10 U-CAN mentors
Enroll 10 U-CAN mentees
Create 10 U-CAN matches

Program outcomes:
- Increase compliance with court mandates and probation conditions
- Positive gains in behavior, mental health/emotional wellness, and life or employment skills
- Decrease in recidivism

SECTION V - Cost Proposal

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: YOUTH MENTORING SERVICES
RFP Number: _2025-169_

COMPANY: **Big Brothers Big Sisters of the Capital Region NY**

ADDRESS: **PO Box 8468**

CITY, STATE, ZIP: **Albany, NY 12208**

TEL. NO.: **518-862-1250**

FAX NO.: _____

FEDERAL TAX ID NO.: **14-60835512**

REPRESENTATIVE: **Jessica Underhill**

E-MAIL: **jessicau@bbbscr.org**

SIGNATURE AND TITLE Jessica Underhill **Program Director**

DATE **11/25/25**

Big Brothers Big Sisters of the Capital Region		
Albany County RFP #2025-169		
Cost Proposal Budget		
EXPENSES		
Direct Service - Personnel		
Mentor Recruitment, Enrollment, Training	$5,004	
Mentee Enrollment & Evaluation	$5,004	
Match Pairing and Introductions	$3,265	
Match Support/Case Management	$6,527	
Program Reporting, Data Collection, and Analysis	$1,958	
Total Salary	$ 21,758	
Fringe (14%)	$ 3,542	
Total Personnel		$ 25,300
Other than Personnel		
Mentoring Program expenses - Buses		
Mentoring Program expenses - Supplies	$ 1,000	
Background checks for Volunteers	$2,500	
Staff Travel for Mentoring Programs	$ 250	
Total other than Personnel		$ 3,750
Indirect (17%)		$ 5,950
TOTAL EXPENSES		$ 35,000

SECTION V – Mandatory Attachments

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

11/25/25
Date

CEO
Title

Big Brothers Big Sisters of the Capital Region
Company Name

ATTACHMENT "B" ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 28 day of November, 2025, before me personally appeared Keila Dos Santos to me known, who, being by me sworn, did say that he resides at (give address) ~~Chief Executive Officer~~ PO Box 8403 Albany, NY 12208 that he is the (give title) Chief Executive Officer of the (name of corporation) Big Brothers Big Sisters of the Capital Region 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.

JACQUALYN M. WILLIAMS
Notary Public, State of New York
Qualified in Albany County
Registration No. 01WI6403106
Commission Expires Jan. 21, 2028

Notary Public, State of New York

Qualified in Albany

Commission Expires 01/21/28

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 Big Brothers Big Sisters of the Capital Region, Inc	3. IDENTIFICATION NUMBERS a) FEIN # 14-6035512 b) DUNS #162489538	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.bbbscr.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE PO Box 8468, Albany, NY 12208 (MAILING ADDRESS) The Black Annex, 1 Steuben Pl, Albany, NY 12207 (PHYSICAL ADDRESS)	7. TELEPHONE NUMBER 518-862-1250	8. FAX NUMBER N/A
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE

Name Keila dos Santos

Title CEO

Telephone Number 518-764-3711

Fax Number N/A

E-mail keila@bbbscr.org

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

a) NAME Daniel Hurteau	TITLE Board President	b) NAME	TITLE
c) NAME Amy Anderson	TITLE Board Vice-President	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. — Yes ☑No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? — Yes ☑No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

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

20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	Yes ☑ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	Yes ☑ No

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY PROBATION DEPARTMENT

RFP#2025-169

YOUTH MENTORING SERVICES

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: _YOUTH MENTORING SERVICES **RFP NUMBER: 2025-169**

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 # 2025-169

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 #2025-169

Sealed Proposals for Youth Mentoring Services as requested by the Albany County Probation Department 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, November 28, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at **http://www.empirestatebidsystem.com, starting** by close of business (4:30 p.m.) on Thursday, November 13, 2025.

Pamela O Neill
Purchasing Agent

Dated: ***November 6, 2025***
Albany, New York

PUBLISH ONE DAY –***Thursday, November 13, 2025***-- THE EVANGELIST
PUBLISH ONE DAY – ***Thursday, November 13, 2025*** -- THE TIMES UNION

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

YOUTH MENTORING SERVICES

ALBANY COUNTY PROBATION DEPARTMENT

RFP #2025-169

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 Youth Mentoring Services in conjunction with Albany County Family Court.

1.2 This initiative aims to improve outcomes for youth in juvenile justice system by pairing them with trained mentors and integrating mentoring progress into Family Court supervision and decision-making.

1.3 The selected vendor will be responsible for implementing a structured, year-round mentoring program for justice-involved youth ages 12-17 referred through Albany County Family Court. The program must ensure that mentors are carefully recruited, trained, and supported to reflect the diverse backgrounds, lived experiences, and cultural identities of the youth served.

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, November 28, 2025***, 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 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 the Albany County Probation 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 Youth Mentoring Services for youth in conjunction with Albany County Family Court.

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

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

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

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

SECTION 4: SCOPE OF SERVICES

4.1 The selected vendor must implement the following services:

- Recruit qualified mentors with lived experience and diverse backgrounds reflective of the youth served.
- Provide internal vetting and recruitment guidelines and/or policies.
- Conduct intake assessments and coordinate with Family Court to identify appropriate participants.
- Facilitate one-on-one weekly mentoring sessions for a minimum of 12 months.
- Monthly check-ins with mentors; contribute to a multidisciplinary, court-based team convening on a regular basis at and/or with Albany County Family Court and maintain open communication with the court and Albany County Probation Department for ongoing judicial oversight and compliance monitoring.
- Provide data evaluations and/or outcome data as requested by Albany County Family Court and Albany County Probation Department.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be a year upon execution of 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.

5.3 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, 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. Proposals shall be evaluated based upon the following:

CRITERIA	***WEIGHT***
Experience mentoring youth with justice system involvement within Albany County	30%
Demonstrated ability to coordinate with Albany County Family Court and/or Albany County Probation Department and provide outcome data as needed	30%
Program design	30%
Cost	10%

8.3 Proposals will be examined and evaluated by the Albany County Probation 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 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

(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: 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: YOUTH MENTORING SERVICES
RFP Number: _2025-169

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: YOUTH MENTORING SERVICES
RFP Number: _2025-169_

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☐ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☐ No

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

Title

Sworn before me this _____ day of _____, 20___;

_____
Notary Public

_____
Printed Name

_____
Signature

_____
Date

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

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

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

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

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

_____
Signature

_____
Title

_____ _____
Date Company Name

ATTACHMENT "D"

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

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

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

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

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

Signature

CEO
Title

11/25/25
Date

Big Brothers Big Sisters of the Capital Region
Company Name

ALBANY COUNTY

VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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 Big Brothers Big Sisters of the Capital Region

Signature of Owner

Address PO Box 8468

Printed Name of Signatory Kila dos Santos

City, State, Zip Albany, NY 12203

Title

Sworn before me this 28 day of November, 20 25

Notary Public

JACQUALYN M. WILLIAMS
Notary Public, State of New York
Qualified in Albany County
Registration No. 01WI6403106
Commission Expires Jan. 21, 2028

Jacqualyn Williams
Printed Name

Signature

11/28/25
Date

Contract #: 2026-0284

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Attorney A1420

Date Submitted:

Contact Person: [Alexander Townsend],[Eugenia Condon],[Tracy Murphy]

Contact Phone: 518-447-4858,518-447-7114,518-447-5529

Vendor Info: Arthur J. Gallagher Risk Management Services, Inc.

Estimated Amount: 0.00

Scope of Services: Insurance Broker of Record

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

_____ _____

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 P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

PETER-DANIEL APOSTOL, ESQ.
DEPUTY 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.ALBANYCOUNTYNY.GOV

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: March 6, 2026

RE: Request for Contract Authorization
RFP for Insurance Broker of Record - RFP #2026-008 (Year one)
Proposed Contractor: Arthur J. Gallagher Risk Management Services, Inc.
Fee: No direct fee to County/Fees are Commission based and Estimated based upon premiums
Contract Period: One Year

Enclosed is a completed Request for Contract Authorization relative to our request that the Contract Administration Board award the broker of record agreement to Arthur J. Gallagher Risk Management Services, Inc., under the above referenced RFP. This is the year one of five renewals under the RFP. Arthur J. Gallagher is the incumbent broker and was the only broker to submit a proposal to this RFP.

This broker of record provides services in connection with the County's procurement of its liability insurance programs, including but not limited to, its casualty, auto and police professional package, medical malpractice, and excess worker's compensation insurance program. The broker of record is responsible for representing the County with respect to all aspects of its liability insurance needs. Each year the broker takes the County's insurance needs to market and assists the County in securing the most appropriate insurance package at the optimum cost. The broker assists with the marketing and placement of the insurance and follows up with the carriers for timely issuance of the policies and ensures that they conform to the County's specifications and needs. Services provided by the broker include issuing opinion letters, making

recommendations on coverage, issuing certificates of insurance, assisting with contractual insurance language, responding on the scene in the event of significant property losses and assisting the County with risk management issues. In addition to the above listed coverages, they assist in procuring any necessary additional coverage on an as needed basis including but not limited to, builder's risk insurance for our projects.

The County has had a long history with Gallagher as its broker. In the early 1990's, Gallagher was its first broker when the County moved to a self-insured model and helped the County navigate from first dollar coverage to a self-insured/excess coverage model. In 2013, the County moved to a broker of record model and Gallagher has acted in that capacity since that time. During this period, they have assisted the County by significantly expanding our coverage base while promoting cost savings where appropriate. Four years ago, we moved the Excess Worker's Compensation package to a new carrier with a savings in premium. On renewal this year, they negotiated a $53,000 decrease in premium with our carrier. On renewal of the liability package in 2025, they were able to negotiate a two-year fixed premium subject to certain conditions being met. In 2025 we completed a complete revaluation of our properties at no cost to the County, which had not been updated since the 1980's. We secured pollution coverage for the Water Purification District in the event of a spill. This coverage had never been in place prior to 2013. Similarly, they were able to negotiate Flood Zone coverage for the Health Department and Water Purification District through our property carrier. When our prior malpractice carrier exited the market, they moved the County to comparable coverage without a change in deductible, In 2025, they assisted the County when we acquired new properties and the need for additional coverage including recreation, liability and property coverage with the purchase of the Cohoes Recreation Center, and the various properties at the former College of Saint Rose. They continue to assist with navigating the liability and risk issues associated with our various programs and offerings at those sights.

This year on renewal the County plans to undertake a complete marketing of its casualty, auto, police professional, and malpractice packages, which include the Nursing Home, Clinics and Sheriff's EMT's. The marketplace remains hard, the County's loss runs reflect several large claims paid and pending which will impact premiums. In addition, fluctuations in the economy and financial markets will impact the marketplace in terms of policy offers and premiums. As a result, we anticipate an aggressive marketing cycle. Gallagher's access to multiple public entity markets, will be an asset in this endeavor.

Notwithstanding that Gallagher was the only proposer, I am recommending them as the broker based upon the outstanding services that they deliver to the County. Members of my staff have daily contact with Gallagher's senior staff for purposes of addressing various risk, claim, and liability questions that may arise. As the County's interests have grown with the purchase of property and increase in programming, our need for coverage has increased and Gallagher has responded to our needs. They have also provided outstanding support and guidance in response to claims and coverage determinations as they have arisen. Based upon the above, I recommend award of this contract.

Thank you for your consideration of this matter.

Cc: Pamela O'Neill, Purchasing Agent

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

Albany County Department of Law

RFP#2026-008

Insurance Broker of Records

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: Insurance Broker of Records **RFP NUMBER: 2026-008**

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 #2026-008

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 #2026-008

Sealed Proposals for Insurance Broker of Records as requested by Albany County Department of Law 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, February 13, 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 January 29, 2026.

Pamela O Neill
Purchasing Agent

Dated: ***January 23, 2026***
Albany, New York

PUBLISH ONE DAY – ***January 29, 2026*** -- THE EVANGELIST
PUBLISH ONE DAY – ***January 29, 2026*** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
INSURANCE BROKER OF RECORDS
ALBANY COUNTY DEPARTMENT OF LAW
RFP#2026-008

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 **Insurance Broker of Record** as requested by the **Albany County Department of Law.**

SECTION 2: RECEIPT OF PROPOSALS

2.1 One (1) copy 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, *February 13, 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 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 Department of Law**

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 **Brokerage Services.**

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

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

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be

requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The County is seeking the services of a licensed insurance broker to assist in retaining coverage for its liability and casualty insurance and similar insurance. The services to be provided by the successful responder may vary from the specific scope of services herein due to policy decisions of the County, and the specific scope of services herein shall not be binding upon the County. However, at this time, the County will be requiring insurance coverage as set forth below.

4.2 Commencing on August 15 of each year, the County will require policies of insurance providing excess liability insurance coverage property insurance coverage and related coverage for all operations of the County and its named insureds. In addition, commencing on August 15 of each year, the County will require policies of insurance for its medical malpractice and professional liability insurance for the operations of its Departments of Health, Mental Health, Services, Sheriff's office, EMT Program, Correctional Facility and Department of Residential Healthcare Facilities. Finally, commencing on January 1 of each year, the County will require a policy of Excess Worker's Compensation Insurance for all employees.

4.3 The successful responder shall work with the County to take the County's program to market and to secure placement with carriers of an appropriate size and financial strength on policy forms with terms and conditions that are equal to or broader than the terms and conditions of the expiring policies. The successful responder shall be authorized to represent and assist the County with all discussions and transactions with insurers and underwriters, provided however, that no insurance shall be placed on behalf of the County unless authorized to do so by the County.

4.4 The successful responder shall ensure that its work shall result in recommendations for award to the County no later than July 1 of each year for all insurance other than Excess Worker's Compensation which shall be due on December 1.

4.5 The successful responder shall, after award of the insurance, follow up with the carriers for timely issuance of policies and review all policies to ensure that they conform to the County's specifications.

4.6 The successful responder shall perform all other necessary and incidental services relative to their award, including but not limited to, issuing opinion letters, attending meetings, and making recommendations on coverage.

4.7 The successful proposer shall provide assistance to the County with respect to its insurance needs during the period of this Agreement as deemed appropriate by the County and may

extend beyond the insurance types set forth in Paragraph 4.2 herein. It is the intent of this procurement that the successful proposer act as the broker of record with respect to the County's insurance needs. To that end, the successful proposer shall engage in fruitful discussions with the County with respect to placement of its coverage and types and limits of coverage so as to maximize the County's savings while minimizing the risk, including minimizing any gaps in coverage. While it is the intent to market coverage on a yearly basis, the number of markets to be approached will vary based upon market conditions and the advice of the successful proposer.

4.8 At any time during the agreement, the County reserves its rights to add or delete types of insurance coverage that is the subject of this Request for Proposals.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for a period of one (1) year.

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 four (4) additional years, in four (4) consecutive one-year intervals.

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 proposal for the services described above in Section 4, Scope of Services.

6.2 Set forth any fees for disbursements, travel expenses, mileage etc.

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 **Albany County Department of Law**. Proposals shall be evaluated based upon the following:

CRITERIA	***WEIGHT***
Proposers comprehension of the required work (Scope of Services)	25%

Professional Qualifications and Prior experience in similar projects	25%
Outline of potential savings to the County	20%
Proposers demonstrated capabilities (equipment, financial solvency, location	10%
Client References	10%
Staffing (Evaluation of Employees' Resumes	10%

8.3 Proposals will be examined and evaluated by the **Albany County Department of Law** 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

(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: 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: Insurance Broker of Records
RFP Number: 2026-008

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: Insurance Broker of Records
RFP Number: 2026-008

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☐ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☐ No

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

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

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES 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 (the “County”), and ${|Vendor in Caps|.contract.vendor.legal_name.upcase}, having an address at ${|Vendor Full Address|.contract.vendor.full_address} (the “Consultant”). The County and Consultant may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of professional services in connection with ${|contract.synopsis_of_program|.contract.synopsis_of_program}; and

WHEREAS, the Consultant agrees to provide such professional 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 Consultant mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Consultant agrees to perform the professional 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. Consultant agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Consultant that the County will not compensate Consultant for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Consultant 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 Consultant, and Consultant 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 Consultant 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 Consultant within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Consultant in writing of the County’s reasons for objecting to all or any portion of the claim form submitted by Consultant. 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 Consultant of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Consultant or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Consultant represents and warrants that no person or agency has been employed or retained by Consultant 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. Consultant 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. Consultant 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 Consultant 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

Consultant 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. Consultant 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 Consultant 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

Consultant and each person signing on behalf of Consultant 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 Consultant 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 Consultant have not been knowingly disclosed by Consultant 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 Consultant 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 Consultant (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, Consultant 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, Consultant shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Consultant's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Consultant covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Country including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Consultant, 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 Consultant will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Consultant 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 Consultant and the Consultant 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 Consultant 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 Consultant, 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 Consultant's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Consultant 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

Consultant 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.

Consultant 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.

Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant 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, Consultant 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, Consultant, 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 Consultant 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, Consultant 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 Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant 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 Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Consultant 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 and professional liability. If Consultant is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Consultant 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 or equivalent.
- 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. Consultant 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. Consultant acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Consultant 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 Consultant.

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 Consultant's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Consultant will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Consultant 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

Consultant 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 Consultant, 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 Consultant either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Consultant'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

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

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

Upon termination of this Agreement, Consultant 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 Consultant pursuant to this Agreement; and
B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Consultant 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 Consultant 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 Consultant and/or set off against any sums due Consultant.

Notwithstanding any other provisions of this Agreement, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of Consultant's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Consultant, Consultant 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 Consultant to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute Consultant. The County may withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due to the County from Consultant 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 Consultant or its assignees of the final payment under this Agreement, whether by Consultant'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 Consultant 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 Consultant (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. Consultant 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

Consultant 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 Consultant's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Consultant 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 Consultant 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 Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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

A. **Lobbying**. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Consultant certifies that:
    1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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, Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
    3. Consultant 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. Consultant certifies that it and its principals:
        a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
        b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State of local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
        c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
        d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
    2. Where Consultant 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 (Consultants other than individuals)**. As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    1. Consultant 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 Consultant'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. Consultant's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance program; and
   iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction.
e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)

2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
   a. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
      i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance ore rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
   b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

3. **Drug-Free Workplace (Consultants who are individuals)**. As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
   1. As a condition of the Agreement, Consultant 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, Consultant 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 Consultant 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 [For Public Work Contracts Only]

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 Consultant hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant 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

Consultant 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

Consultant, 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 Consultant 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, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant 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: Consultant, 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. Consultant 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 Consultant 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 Consultant 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: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant 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 Consultant’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 Consultant under the Agreement until Consultant complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant 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. Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C.

§§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERUPTION OF WORK [For Public Work Contracts 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

If the Consultant 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 Consultant 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 Consultant on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

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

Insurance Broker of Records

RFP #2026-008

ADDENDUM #01

February 2, 2026

The following Addendum No. 01 consisting of _two__ (_2_) pages (including this cover page) is hereby issued on the 2nd day of February 2026, in connection with the Request for Proposals #2026-008 Insurance Broker of Records, for the Albany County Department of Law.

COUNTY OF ALBANY

RFP #2026-008
Insurance Broker of Records

ADDENDUM #01

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

ITEM #1: To adequately consider a response to the bid, please provide an overview of the current insurance profile for the County. This would include the type of coverage in force by insurance company.

Response: Paragraphs 4.2 and 4.3 define the coverage that we have with a catch all that any and all other insurance that we might need. This is not an RFP for insurance; it is for a municipal insurance broker. We are not looking for a broker to give us the same insurance necessarily; we are looking for a broker who is experienced in providing municipal insurance to a County of our size. We are looking at the markets and carriers they have access to. We are not asking them whether they can provide excess insurance, we are asking them whether they have access to a municipal insurance market able to provide coverage to a municipality of our size.

ITEM #2: What are the reasons behind seeking a new broker currently?

Additionally, who is the current Insurance Broker of Record is for Albany County and approximately how long you have had that partnership. Is the current program managed by fee or commission?

Response: The broker of record is subject to procurement requirements, and the current procurement is due for a new RFP. The County uses a broker of record model. Prior to 2013, the County used an RFP for insurance model, and the broker was selected based upon their insurance proposal. We changed that process in 2013. The broker markets the coverage for the County. The current broker is Arthur J. Gallagher Risk Management Services, and they have held the account since 2013, and it is commission based.

End of Addendum #1

Gallagher

Insurance | Risk Management | Consulting

FEBRUARY 13, 2026 4:30PM EST

County of Albany

RFP#2026-008

Aimee L. McNulty, CIC
Area Senior Vice President
M: (518) 225-0799 | D: (518) 533-6814 | F: (518) 533-6863
Arthur J. Gallagher Risk Management Services, LLC
30 Century Hill Drive, Suite 200, Latham, NY 12110

RESPONSE TO REQUEST FOR PROPOSALS
INSURANCE BROKER OF RECORD
ALBANY COUNTY DEPARTMENT OF LAW

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Executive Summary

Arthur J. Gallagher Risk Management Services, LLC ("Gallagher") is pleased to submit this response to the County of Albany's ("the County") Request for Proposal for Insurance Broker of Record. As a leading provider of brokerage and risk management services to public entities nationwide, we understand the complexity and responsibility inherent in protecting public assets, employees, and citizens. We are confident this response demonstrates why Gallagher is uniquely qualified to continue serving as the County's trusted risk management partner.

Gallagher fully understands the scope of services outlined in the RFP, as well as the County's operational goals and risk management priorities. Our proposal outlines a collaborative service partnership designed to build upon our extensive knowledge of Albany County, our experience with comparable public entities, and our access to a broad and competitive insurance marketplace. Our objective is to deliver measurable value while ensuring stability, transparency, and long-term cost control.

OUR COMMITMENT TO ALBANY COUNTY

The County will continue to benefit from Gallagher's nationally recognized public sector expertise combined with responsive, locally based service. This structure provides Albany County with both the depth of resources expected from a national risk advisor and the immediacy of support required for day-to-day operational needs. We offer comprehensive program design, proactive risk control and claims advocacy, data-driven analytics and benchmarking, training resources, and Enterprise Risk Management solutions—all thoughtfully aligned to minimize the County's Total Cost of Risk (TCOR).

This proposal not only reflects Gallagher's strong foundation in the public sector but also looks ahead to the evolving risk landscape facing public entities. Our team brings unmatched insight into current and emerging public sector risks, supported by extensive benchmarking to help Albany County identify opportunities to strengthen and modernize its existing risk management practices. Our clients benefit from our frontline involvement in public sector risk management, allowing us to anticipate challenges and deliver timely, actionable solutions.

GALLAGHER'S THREE-PART VALUE PROPOSITION

Minimize Total Cost of Risk (TCOR)

Through Gallagher's **CORE**360® approach, we deliver professional, consistent brokerage, risk management, and administrative services complemented by creative risk financing solutions designed to control costs without compromising coverage.

Strengthen Risk Management Capacity

We provide direct access to experienced public sector risk professionals, timely analysis of risk exposures, and technology-enabled solutions that improve efficiency and enhance decision-making. Our hands-on service model ensures attentive, responsive support and sustained alignment with the County's evolving needs.

Ensure Transparency and Consistency

Our commitment to broker compensation transparency allows the County to clearly understand total costs and objectively evaluate services provided. Consistent communication and standardized renewal processes ensure predictable outcomes and a reliable year-over-year experience.

OUR SERVICE ADVANTAGE

Understanding Your Risk

With over a decade of service to Albany County, Gallagher brings historical knowledge, market credibility, and deep expertise across all lines of coverage. By leveraging advanced modeling tools, specialized underwriting relationships, and integrated program strategies, we consistently position the County for optimal pricing, comprehensive coverage, and enhanced program structure.

Client-Centered Service Approach

Client service is a core differentiator for Gallagher. Our dedicated team model ensures timely responses, accurate information, and continuity of service. The same professionals who negotiate coverage on your behalf also support you throughout the year - alignment, accountability, and trust.

Consistent Renewal Experience

Gallagher's structured renewal workflow establishes defined timelines, responsibilities, and deliverables for every renewal cycle. This disciplined approach provides clarity, consistency, and confidence that objectives will be met each year.

Tailored Public Sector Solutions

Gallagher continually innovates on behalf of public sector clients. Albany County benefits from access to specialized tools such as Gallagher Drive, industry-leading analytics, and a public sector practice staffed by recognized experts. Our standing within the public sector community reflects a longstanding commitment to professionalism, collaboration, and results.

DEMONSTRATED RESULTS

Our partnership with Albany County has already delivered recent measurable outcomes, including:

- **$53,000 in annual savings** (12% reduction) this term on Excess Workers' Compensation coverage
- **Successfully negotiated rate guarantees** on General Liability, Auto Liability, Law Enforcement Liability, and Public Officials Liability—an uncommon achievement in the public sector market
- **Completion of a comprehensive replacement cost appraisal** for all County buildings at no additional cost
- **Implementation of a customized Gallagher Drive client portal**, integrating 20 years of claims history and automatically updated quarterly for real-time insight and ease of use

By combining Gallagher's extensive resources with Albany County's institutional knowledge and commitment to excellence, we deliver the true value of a strategic risk management partnership. We appreciate the opportunity to submit this proposal and look forward to continuing our work together.

Sincerely,

Aimee McNulty

Aimee McNulty
Area Senior Vice President
Aimee_McNulty@ajg.com

Bart Kresse

Bart Kresse, CIC, AAI
Executive Vice President – Upstate & Western New York
Bart_Kresse@ajg.com

Greg Vandenburgh

Greg Vandenburgh
Consultant
GregVandenburgh@icloud.com

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Insurance Broker of Records
RFP Number: 2026-008

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

   We did not receive an addenda.

   (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.

CP1

(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:

   Aimee McNulty | Aimee_McNulty@ajg.com

   _____

   _____

   _____

   Phone: 518-225-0799

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

CP2

SECTION 2: RECEIPT OF PROPOSALS

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 2.1-2.9.

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.

Gallagher has been in business for 99 years and has more than 42 years of experience providing brokerage and consulting services to public entities.

Department of Financial Services

Page 1 of 2

ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, LLC

ARTHUR J GALLAGHER RISK MANAGEMENT
2850 GOLF ROAD
ROLLING MEADOWS, IL 60008

LICENSE NUMBER:PC-1791411

PRODUCER IS LICENSED AS AN INSURANCE AGENT FOR:

Property Casualty

BY AND THROUGH THE SUBLICENSEES LISTED BELOW

EFFECTIVE DATE: **July 01, 2025**
EXPIRATION DATE: **June 30, 2027**
UNLESS SOONER CANCELLED, SUSPENDED OR REVOKED

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

In Witness Whereof,
I have caused my official seal to be affixed at the city of Albany

Adrienne A. Harris
Superintendent

****SUBLICENSEES ARE CONTINUED ON THE NEXT PAGE****

14-30,31,32,33-061625-5085719

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

YOUR GALLAGHER TEAM

Aimee McNulty, CIC
Area Senior Vice President
Latham, NY

Aimee McNulty has extensive experience advising county and municipal governments on comprehensive risk management and insurance programs. She works directly with elected officials, executive leadership, finance teams, and department heads to deliver strategic, fiscally responsible insurance solutions aligned with statutory requirements, procurement standards, and public accountability.

Ms. McNulty provides executive-level oversight of county insurance programs, including coverage design and placement; coordination among county departments, carriers, and service teams; claims advocacy; loss control initiatives; contractual risk transfer; and ongoing program management. She is responsible for ensuring program continuity, regulatory compliance, and responsiveness to the evolving exposures faced by county operations. Her portfolio includes significant public sector clients such as the County of Albany and the Town of Colonie.

Aimee began her insurance career in 2006 on the carrier side as a middle-market underwriter with The Hartford Insurance Company. Over nine years, she developed strong expertise in underwriting, exposure analysis, and loss trends at The Hartford and Cincinnati Insurance Companies. Since joining Gallagher in 2015, she has applied this carrier-side perspective to advocate effectively for public entities, negotiate favorable coverage terms, and deliver stable, long-term insurance programs.

Ms. McNulty specializes in public sector entities, real estate, nonprofit organizations, and manufacturing risks, with a particular focus on complex governmental operations and multi-department risk coordination. She holds a bachelor's degree from the State University of New York–Empire State College and has earned the Certified Insurance Counselor (CIC) designation.

Greg Vandenburgh
Consultant
Latham, NY

Greg Vandenburgh joined Gallagher in 2011 following the acquisition of The Capital Bauer Group in Albany, New York. Since that time, he has focused extensively on providing risk management and insurance solutions to county and municipal governments, with particular expertise in workers' compensation and complex public entity risk structures.

Greg brings substantial experience working with municipalities that utilize large self-insured retentions, supporting counties in managing claim frequency and severity, stabilizing long-term costs, and aligning insurance structures with budgetary and governance requirements. His experience with large, loss-sensitive public sector programs distinguishes him within the regional municipal marketplace and enables him to deliver pragmatic guidance tailored to county operations.

He works collaboratively with county leadership, risk management, finance, and human resources teams to address workers' compensation exposures and related liabilities through informed program design and ongoing risk oversight. Greg is a graduate of both the State University of New York at Albany and Hudson Valley Community College.

Bart Kresse, AAI, CIC
Executive Vice President – Upstate & Western New York
Buffalo, NY

Bart Kresse is responsible for the oversight of Gallagher's commercial insurance business and teams in Western and Central New York. His focus is on ensuring that Gallagher provides proactive risk solutions and strategies to organizations that lack the resources of true internal risk management experts. In his role as area president, Bart assigns appropriate Gallagher experts and robust resources to each client to help them manage their total cost of risk. The Gallagher team provides day-to-day primary oversight of the client's program, including coordination of client/carrier/broker services; claims; loss control; contractual needs; and coverage.

Bart began his insurance career in 2002 and joined Gallagher in 2022 through a merger with M&T Insurance Agency, Inc. Prior to Gallagher, he was president of M&T Insurance Agency. In addition to managing the agency, Bart worked closely with the agency's largest clients in helping them manage their commercial insurance programs. Before joining M&T Insurance Agency, Inc., he worked at M&T Bank, holding many roles in marketing and product management within M&T's Consumer Bank. Prior to M&T, Bart worked in banking and investment management in New York City for 10 years.

Bart received a bachelor's degree from Georgetown University. He holds the Accredited Adviser in Insurance and Certified Insurance Counselor designations. Bart serves as treasurer on the Board of Trustees for The Olmsted Parks Conservancy and is on the Chippewa Alliance Board. He also remains active in supporting the advancement of Nativity Miguel Middle School and his alma mater, Canisius High School. Bart holds a New York property & casualty insurance and an accident and health insurance license.

Tanaquea Rosario
Client Service Manager II
Latham, NY

Tanaquea Rosario brings more than 30 years of experience in the insurance industry, with a broad background spanning personal lines, group health plans, workers' compensation, and public entity risk management. Her diverse experience provides her with a well-rounded understanding of complex insurance programs and the operational needs of public sector organizations.

Earlier in her career, Ms. Rosario managed comprehensive Workers' Compensation Safety Group programs, supporting clients through structured safety initiatives and proactive program oversight. In recent years, she transitioned to the Public Entity Division, where she continues to expand her expertise in governmental risk management, insurance program administration, and service coordination.

Ms. Rosario is responsible for daily account servicing and plays a key role in ensuring timely communication, accurate policy execution, and consistent service delivery. She is known for her strong client relationships and commitment to responsive, high-quality customer service. Her experience working from both the client and carrier perspectives enables her to anticipate issues, facilitate effective problem resolution, and support stable, well-managed insurance programs.

Kyle Scott
Area Vice President | Cyber Liability Practice
New York, NY

Kyle Scott's background in information technology and cybersecurity uniquely positions him to address the nuanced challenges organizations face in today's digital age. Kyle's commitment to helping businesses safeguard against the rapidly evolving threats of the digital era, combined with his deep technical knowledge and strategic acumen, makes him an invaluable asset to Gallagher and its clients.

His career at Gallagher began in 2021 as a client service associate, cyber, where he enhanced his skills in client relations and cyber risk consulting. Over time, Kyle has taken on more strategic roles, including associate broker placement specialist and broker placement specialist, managing a growing $5 million premium book of business and offering technology consulting services to middle-market organizations.

In 2024, Kyle was promoted to area assistant vice president, cyber, where he led the small business unit team, further strengthening his reputation as a trusted advisor and leader in the cyber insurance industry. His commitment to excellence and client success culminated in his current role, where he continues to lead with innovation and expertise.

Tessa Moriarty, CLCS
Associate Broker Placement Specialist | Cyber Liability
Boston, MA

Tessa Moriarty joined Gallagher in December 2023 and has been actively building her expertise in the dynamic and ever-evolving field of Cyber Insurance. Her focus is on delivering tailored insurance solutions and providing exceptional service to meet her clients' unique needs.

Tessa is dedicated to fostering strong client relationships and ensuring that each client receives the highest level of service and support. Tessa's goal is to help protect your business and mitigate risks with customized strategies that align with your objectives.

Tessa holds a Bachelor's degree in Marketing from Saint Anselm College, which has equipped her with a strong foundation in understanding market trends and client needs. Additionally, she has earned her Commercial Lines Coverage Specialist (CLCS) designation, further enhancing her ability to provide comprehensive and effective insurance solutions.

Michael Jenkins, CIC
Area Assistant Vice President | Medical Malpractice
Latham, NY

Mike is an Area Assistant Vice President in Gallagher's Senior Living Practice. He assists in managing the LeadingAge New York Insurance Program. As the exclusive endorsed insurance broker, Gallagher currently insures over 100 member facilities in the program. In addition to serving his own clients, he helps facilitate risk management and claims services.

Mike began his insurance career at Gallagher in 2016 and has been working on the LeadingAge Program since 2019. Mike graduated from Le Moyne College with his Bachelor of Science in Finance.

Kimberly Ritchie
Client Service Manager Senior | Surety
Latham, NY

Kim is responsible for managing the entire book of commercial surety bonds for the Latham and Jericho branches, overseeing a diverse portfolio of small, large, and complex bond accounts. Her role includes marketing and placing commercial bonds, maintaining strong client relationships, and ensuring high-quality service delivery. Kim is dedicated to meeting client needs by ensuring all bond requests are handled efficiently and in a timely manner.

Kim began her insurance career in 2007 at Fuller & O'Brien Insurance, working in the surety department. Following Gallagher's acquisition of Fuller & O'Brien in 2008, she continued her career in the surety department, where she has consistently demonstrated her expertise and commitment to excellence in managing commercial surety bonds.

She holds the following licenses: P&C Agent & Broker License and Notary Public License.

Thomas Lynch, AIC, AIM
Area Vice President, Claims Advocate Senior | Claims & Risk Consulting
Syracuse, NY

Tom Lynch is responsible for consulting with clients regarding their claims, claims handling, litigation management, and coverage issues. He offers advice on claims handling and strategic planning for a favorable resolution. Tom examines claims trends and offers advice on how to avoid losses and mitigate their overall cost. He works with adjusters and attorneys to ensure claims are handled appropriately and seeks to protect and minimize clients' exposures to large deductibles or self-insured programs.

Tom began his career in 1992 and joined Gallagher in 2017. Prior to Gallagher, he served as vice president of claims for The Eagle Insurance Agency. In that capacity, Tom ensured that clients' needs and best interests were served across all coverage areas, including, but not limited to, property, business interruption, equipment breakdown, builders' risk, general/excess liability, automobile, directors & officers liability, and workers' compensation.

Prior to joining The Eagle Insurance Agency in 2010, Tom served in various claim capacities for a national insurance company, including as a workers' compensation field adjustor, a multi-line adjustor with a heavy emphasis on general and automobile liability, and a claims manager. Before his insurance company experience, he served for 11 years as the claims manager for a Central New York agency.

Tom received a bachelor's degree from Le Moyne College. He has earned an Associate in Claims and an Associate in Management designation and holds a New York property and casualty broker license. Tom is a member of the Independent Agency Council and the Syracuse Claims Association.

Bill O'Connor, M.Ed., CAE

Senior Loss Control Specialist

Latham, NY

Bill O'Connor is responsible for conducting multi-line and specialty loss and operational analysis, assessing adherence to best practices, standards, and regulations, and developing plans and/or utilizing existing plans and materials required to successfully implement complex risk improvement programs.

Bill is passionate about creating and perpetuating a safe work environment and his client's "bottom Line." Through his efforts, clients can expect a holistic approach to controlling risks, which include environmental, physical, process, cultural, etc., that have a direct impact on business outcomes such as new business origination, client retention, client satisfaction, enhancing Gallagher's value to our clients and prospects, achieving operating/margin targets and creating a culture of performance and continuous improvement.

Bill's extensive experience as an exercise physiologist, hospital-based and orthopedic clinical expertise, and certification as a certified ergonomist instill confidence in his clients. His work spans various industries, including manufacturing, office, transportation, assembly, healthcare, and construction, and serves clients ranging from Fortune 100 companies to small family-owned businesses. His primary focus on risk identification and mitigation, facilitating optimal return-to-work, and fostering a safety-focused culture demonstrates his expertise and reliability.

Bill's work experiences include time as an ergonomic consultant servicing all of North America, a Loss Control Consultant for national Workers' Compensation Insurance Carriers, an Industrial Ergonomist (manufacturing), an Orthopedic Rehabilitation Clinic Director, Work Hardening and Return to Work Manager, and the afore-mentioned hospital and orthopedic rehabilitation-based exercise physiology clinical experience.

Along with the clinical and Risk Control Consulting experience, Bill has done great work developing ergonomic programs for clients, training small groups to highly technical groups of engineers and managers, and implementing comprehensive Safe Patient Handling and other industry-specific programs. Bill's work focuses on analyzing loss data, forecasting trends, and identifying achievable initiatives to close gaps and maximize performance.

Bill earned a master's degree in exercise physiology from the University of New Orleans and his bachelor's degree in physical education from SUNY Cortland. He is a Certified Associate Ergonomist (CAE) and a Blankenship Certified Functional Capacities Evaluator.

Lee Owens

Account Executive, Gallagher Special Risk | Accident

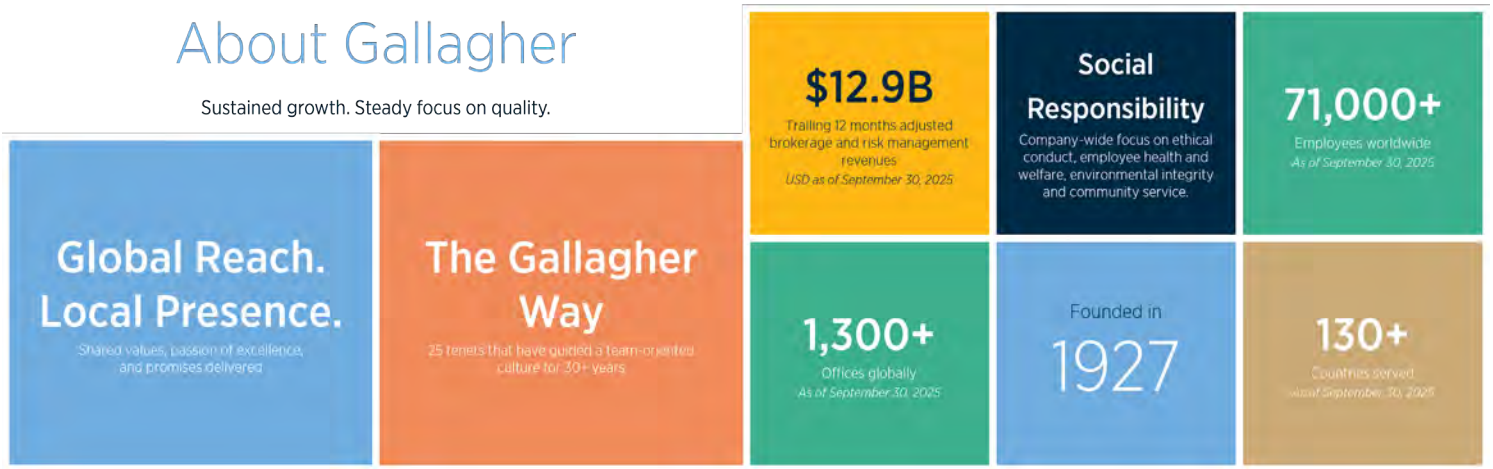
Quincy, MA

While Lee was new to Gallagher in 2022, he brings almost two decades of experience in the Sports, Special Risk, and Student Health insurance field. Providing insurance solutions to best fit the needs of schools and their students. Lee's experience includes benefit plan analysis and design, as well as serving as a liaison between schools, TPAs, and insurance carriers. He is a strong advocate for students and their schools. Lee is a graduate of Old Dominion University.

SECTION 3: QUALIFICATION OF PROPOSER

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

Gallagher started as a single office in Chicago and has grown into a publicly traded global organization with more than $12.9 billion in adjusted revenue, 1,300-plus offices worldwide, and more than 71,000 team members, with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations. Gallagher became a publicly traded company in 1984 (NYSE: AJG). Gallagher's history is a compelling story of the insurance business; to learn more, visit ajg.com/us/about-us/. Our most recent financial report can be found on our website http://www.ajg.com under the "Investor Relations" tab.



OUR STRUCTURE & BENEFITS TO ALBANY COUNTY

Gallagher distinguishes itself from competitors through its flexible structure and entrepreneurial spirit. Our organization is founded on a client service model that operates without the constraints of management bureaucracy. Our executive management team and leaders are actively involved brokers who consistently engage with clients, adding value to their risk management programs every day. This flexibility and personalized approach to service and marketing enable us to prioritize our clients' needs over corporate mandates.

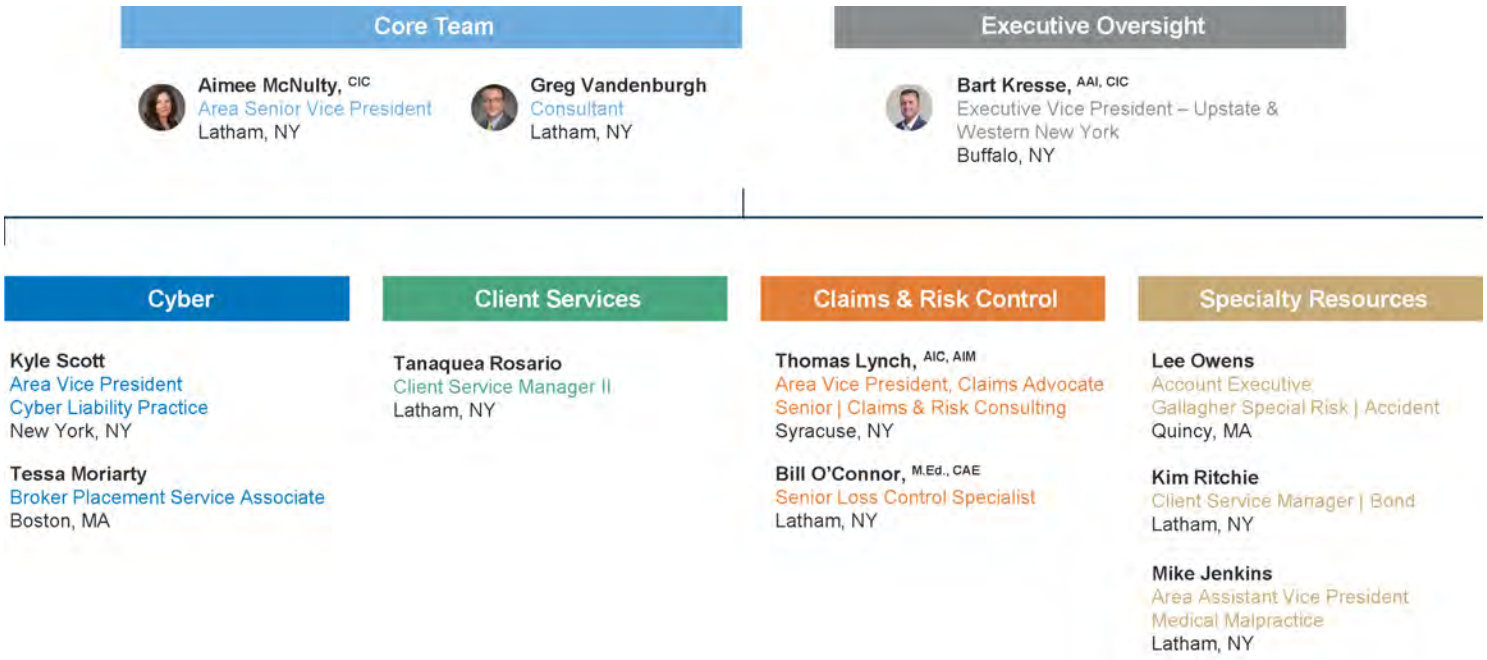
As a leading global insurance broker, Gallagher offers a comprehensive range of insurance, risk management, self-insurance, claims management, and employee benefits products and services. These are delivered through specialized companies, whose operating units are depicted to the right, and can be accessed whenever our clients require these resources.

Through our unique structure, Albany County benefits from the expertise of a global broker, access to highly specialized resources through our sister companies, local account service expertise, and a corporate model focused on client needs.

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.

Bart Kresse oversees the upstate and western New York offices and also leads the Latham branch. He is dedicated to supporting his team and driving success within the branch. Bart's leadership reflects Gallagher's commitment to delivering exceptional service across all locations.

YOUR GALLAGHER TEAM



Please refer to Section 2 for detailed biographies of the entire team.

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).

Bart Kresse
Executive Vice President – Upstate & Western New York
(716) 651-4785

Local Office: 30 Century Hill Drive, Suite 200 | Latham, NY 12110 | (518) 556-3100
Corporate Headquarters: 2850 Golf Road, Rolling Meadows, IL 60008

3.4 Detail your firm's experience with Brokerage Services for municipalities.

GALLAGHER'S PUBLIC SECTOR AND K-12 EDUCATION PRACTICE

Public sector and K-12 education risks are complex and continually evolving. They include cybersecurity, employment processes, protecting and educating children, keeping workers safe, safeguarding public property, managing public expectations, and more.

With more than 42 years of experience providing brokerage and consulting services to public entities, we understand the complexity of operations and the expanding list of exposures. We have expertise in every line of public entity coverage and access to every available market worldwide.

Our comprehensive knowledge, along with our commitment to exceed client expectations through high-quality service and support — including fee transparency — sets us apart from other brokers and agents.

Public Sector & K-12

15,000+	700+	$2.7B+
Global clients	Global professional experts	In annual premium

SUPPORT FOR OUR CLIENTS

We develop resources customized to your needs. We can help Albany County help others and educate your leaders, too. Some examples include:

- Risk management tools for evaluating risk
- Safety newsletters, trainings, and podcasts
- Market updates specific to this sector
- Templates and policy examples for risk management processes
- Podcasts on understanding the insurance market
- RFP examples and resources
- Enterprise risk management services

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

Reference 1	**Town of Colonie**
Contact Name	William Jenkins, Senior Attorney
Address	534 New Loudon Road, Latham, NY 12110
Telephone Number	(518) 783-2841

Reference 2	**City of Amsterdam**
Contact Name	Louise Biron, CPA, City Controller
Address	61 Church Street, Amsterdam, NY 12010
Telephone Number	(518) 841-4355

Reference 3	**State of New York**
Contact Name	Courtney E. McGinty, Casualty Insurance Analyst II – Office of General Services│Bureau of Risk & Insurance Management
Address	Empire State Plaza, Corning Tower, 32nd Floor, Albany, NY 12242
Telephone Number	O: (518) 486-7376│W: (518) 703-5907

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

Below is a comprehensive listing and explanation of several of the available tools to support Albany County as an extension of your risk management team.

GALLAGHER'S PROPRIETARY TECHNOLOGY TOOLS

GALLAGHER DRIVE

Gallagher Drive is Gallagher's platform for data and analytics that analyzes market conditions, claims history, and industry benchmarks to provide clients and carriers with data to optimize risk management programs. Together with **CORE**360, Gallagher Drive creates meaningful insights to help clients identify their total cost of risk.

GALLAGHER STEP (SAFETY TRAINING EDUCATION PLATFORM)

Gallagher STEP is a web-based learning management system that provides the tools needed to effectively manage and train your staff, communicate important safety and health information, and enhance your overall risk management program. The base system is available for no cost. For more information about Gallagher STEP, please visit https://www.ajg.com/us/gallagher-step/, and for a free demonstration, click here.

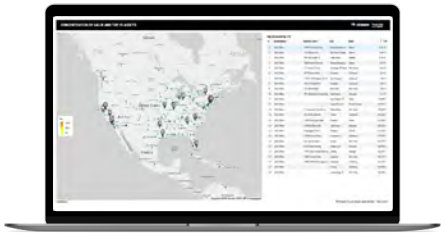
ERISKHUB®

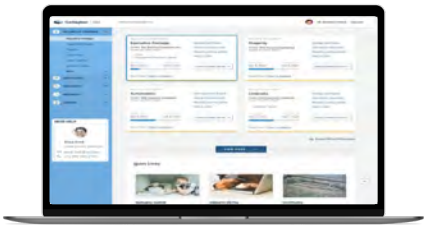
With technology constantly evolving and hackers constantly adjusting their tactics, we know it can be difficult to get a clear sense of your cybersecurity strength. That's why we offer eRiskHub.

eRiskHub is complimentary and can be immediately implemented to strengthen cybersecurity. This platform is readily available and easily accessible, with up-to-date content on the latest cyber-risk topics to help prevent cyberattacks and study and simulate potential cyber threats.

GALLAGHER FORECAST

Gallagher Forecast is an online software platform for managing property risk, delivering real-time catastrophe risk analytics and insights to help plan, monitor, and respond to catastrophic events. Ultimately, Gallagher Forecast transforms client data into actionable risk intelligence.



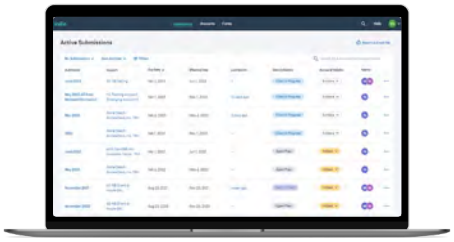


GALLAGHER GO

Gallagher Go is our client portal that makes it even easier to do business with Gallagher by simplifying access to your insurance information and providing self-service tools to streamline support for Albany County's insurance and risk management programs - anywhere, anytime. It enables secure, real-time collaboration between our clients and their Gallagher teams.

GALLAGHER SUBMIT

Linked to our preferred software program, EPIC, Gallagher Submit is a portal that securely stores all documents required for an upcoming renewal in one location. Gallagher Submit allows you and your Gallagher team to work simultaneously during the renewal process while housing all of your renewal documents in one place.



GALLAGHER VERIFY

There is more to managing compliance than just collecting your third-party vendors' certificates. Gallagher Verify, located within the Gallagher Go Client Portal, helps you track all the information you need to keep your company organized, compliant, and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your risk level, so you can focus on your day-to-day operations. Gallagher Verify incurs an additional fee.

GALLAGHER DRIVE CLIENT

Gallagher Drive Client can collaborate with clients to develop customized claims dashboards to help monitor and track risk management program performance. Clients gain insights into their program and get their enterprise on the same page around risk and capital.

As part of its RFP response, Gallagher conducted a comprehensive replacement cost appraisal for the buildings of the County of Albany at no additional cost to the County. This appraisal provided an independent, professional assessment of building values to ensure accurate and current replacement cost estimates for insurance and risk management purposes. By completing this analysis upfront and without charge, Gallagher demonstrated its commitment to delivering immediate value, supporting informed decision-making, and aligning coverage limits with the County's actual exposure.

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

VENDOR RESPONSIBILITY QUESTIONNAIRE (ATTACHMENT "C")

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME Arthur J. Gallagher Risk Management Services, LLC	3. IDENTIFICATION NUMBERS a) FEIN # 36-2102482 b) DUNS # 07-442-4540	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD Arthur J. Gallagher, Albany County	5. WEBSITE ADDRESS (if applicable) ajg.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2850 Golf Road, Rolling Meadows, IL 60008	7. TELEPHONE NUMBER 630-773-3800	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above* 30 Century Hill Drive, Suite 200, Latham, NY 12110	10. TELEPHONE NUMBER 518-225-0799	11. FAX NUMBER 518-533-6863

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE
Name Aimee McNulty
Title Area Senior Vice President
Telephone Number 518-225-0799
Fax Number 518-533-6863
e-mail Aimee_McNulty@ajg.com

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

a) NAME J. Patrick Gallagher Jr.	TITLE Chairman of the Board and Chief Executive Officer	b) NAME Thomas J. Gallagher	TITLE President
c) NAME Patrick M. Gallagher	TITLE Chief Operating Officer	d) NAME Walter D. Bay	TITLE General Counsel and Secretary

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14.	DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.	☐ Yes ☒ No
15.	ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:	
	a) An elected or appointed public official or officer? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☒ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☒ No

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 36-2102482

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 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 Arthur J. Gallagher Risk Management Services, LLC

Address 30 Century Hill Drive, Suite 200

City, State, Zip Latham, NY 12110

Signature of Owner _____

Printed Name of Signatory Bart Kresse

Title Executive Vice President – Upstate & Western New York

Sworn before me this 2nd day of February, 2026

Notary Public

ANTHONY BIAGIOTTI
Notary Public, State of New York
NO. 01BI6426943
Qualified in Erie County
Commission Expires 12/20/~~2025~~ 2029

Bart Kresse
Printed Name

Signature

2/2/26
Date

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.

Gallagher agrees.

SECTION 4: SCOPE OF SERVICES

Gallagher agrees to the scope of services below as part of our base compensation.

#	SCOPE OF REQUIRED SERVICES:	GALLAGHER AGREES
4.1	The County is seeking the services of a licensed insurance broker to assist in retaining coverage for its liability and casualty insurance and similar insurance. The services to be provided by the successful responder may vary from the specific scope of services herein due to policy decisions of the County, and the specific scope of services herein shall not be binding upon the County. However, at this time, the County will be requiring insurance coverage as set forth below.	✓
4.2	Commencing on August 15 of each year, the County will require policies of insurance providing excess liability insurance coverage, property insurance coverage, cyber insurance, and related coverage for all operations of the County and its named insureds. In addition, commencing on August 15 of each year, the County will require policies of insurance for its medical malpractice and professional liability insurance for the operations of its Departments of Health, Mental Health, Services, Sheriff's office, EMT Program, Correctional Facility, and Department of Residential Healthcare Facilities. Finally, commencing on January 1 of each year, the County will require a policy of Excess Worker's Compensation Insurance for all employees. In addition, during the course of the year, the County will require additional coverage relative to its operations, including but not limited to Recreational activities and builder's risk insurance. The successful proposer may, at its option, propose alternative types of coverage which may be more cost-effective and provide more expansive coverage for consideration by the County.	✓
4.3	The successful responder shall work with the County to take the County's program to market and to secure placement with carriers of an appropriate size and financial strength on policy forms with terms and conditions that are equal to or broader than the terms and conditions of the expiring policies. The successful responder shall be authorized to represent and assist the County with all discussions and transactions with insurers and underwriters, provided, however, that no insurance shall be placed on behalf of the County unless authorized to do so by the County.	✓
4.4	The successful responder shall ensure that its work shall result in recommendations for award to the County on a timely basis in order to meet County Legislative deadlines for approval.	✓
4.5	The successful responder shall, after award of the insurance, follow up with the carriers for timely issuance of policies and review all policies to ensure that they conform to the County's specifications.	✓
4.6	The successful responder shall perform all other necessary and incidental services required of an insurance broker of record, including but not limited to, reviewing contractual language, issuing opinion letters, attending meetings, and making recommendations on coverage.	✓

#	SCOPE OF REQUIRED SERVICES:	GALLAGHER AGREES
4.7	The successful proposer shall provide assistance to the County with respect to its insurance needs during the period of this Agreement as deemed appropriate by the County and may extend beyond the insurance types set forth in Paragraph 4.2 herein. It is the intent of this procurement that the successful proposer act as the broker of record with respect to the County's insurance needs. To that end, the successful proposer shall engage in fruitful discussions with the County with respect to placement of its coverage and types and limits of coverage so as to maximize the County's savings while minimizing the risk, including minimizing any gaps in coverage. While it is the intent to market coverage on a yearly basis, the number of markets to be approached will vary based upon market conditions and the advice of the successful proposer.	✓
4.8	At any time during the agreement, the County reserves its rights to add or delete types of insurance coverage that is the subject of this Request for Proposals.	✓

PLAN IMPLEMENTATION

Outlined below is our detailed plan to successfully execute the requested services as specified in the plan implementation.

CORE BROKERAGE & RISK SERVICES	GALLAGHER SERVICES
Advice, marketing, placement, and servicing of Workers' Compensation and Employer's Liability, Automobile Liability, General Liability, and Professional Liability.	**Included**
Day-to-Day Servicing • Advise and support on risk issues • Review and understand risk management strategy • Review of uninsured risks • Advice on business developments/changes • Auto ID cards • Certificates of Insurance • Invoicing • Endorsements • Quarterly check-in calls/meetings • Pre-Renewal Strategic Review Meeting (150 days prior to renewal) that includes a detailed comparison of all program options • Negotiation, placement and renewal management • Gallagher Submit – Our secure portal that can safely house all the documents required of an upcoming renewal, streamlining the renewal process • Ongoing carrier meetings with underwriters and loss control	**Included**

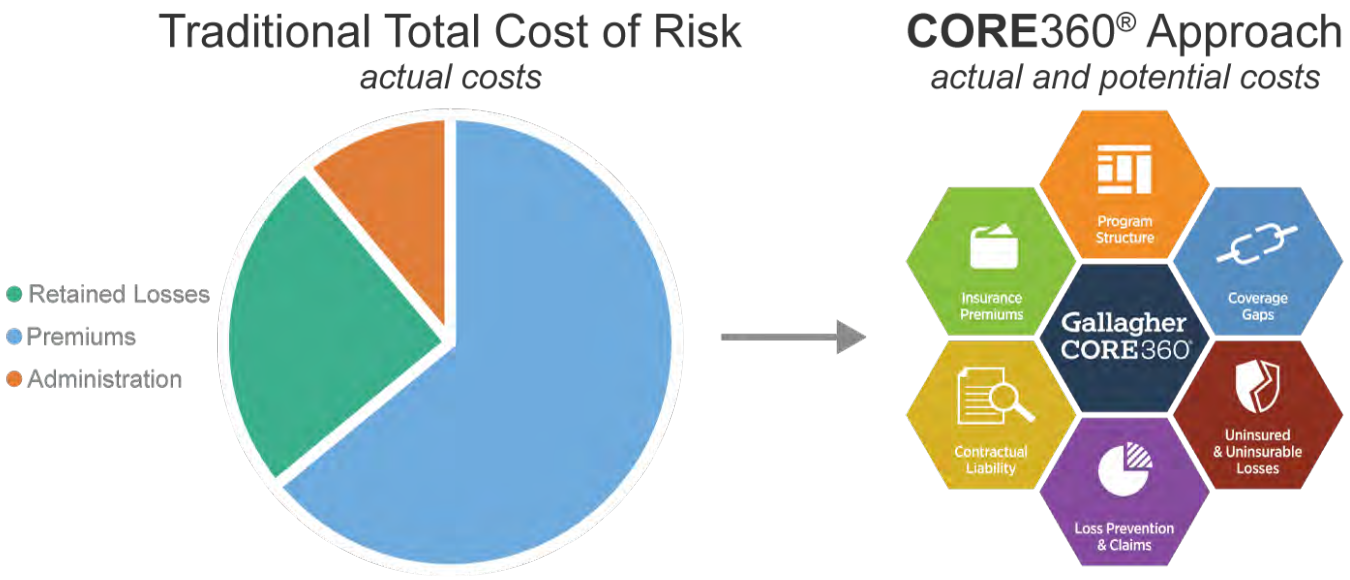
CORE BROKERAGE & RISK SERVICES	GALLAGHER SERVICES
Tools & Analytics • Gallagher Go - Certificate Management & Issuance • Gallagher STEP – Risk control training portal • eRiskHub • Gallagher Go • Subscription Center – Electronic client communications that include information on new products, available webinars, conferences, etc. • Risk Solutions & Analytics – Loss Forecast Analyses, Allocations, Benchmarking and trending, Collateral reviews, Coverage limits, Deductible thresholds, Reserve reviews, Retention analyses, Loss stratifications, Loss projections • Gallagher Drive Client • Gallagher Forecast - (powered by Eigen) Property Risk Modeling • Property Catastrophe Modeling Services • Benchmarking & Placement Analytics • Gallagher RiskMap – Enterprise Risk Management Heat Mapping • M&A Due Diligence • Archipelago – Secure, centralized platform that digitizes your property data that can be viewed and managed by you and your broker	**Included**
Contract Review as it relates to indemnities, insurance requirements and risk of loss sections	**Included**
Financial Analysis & Management	**Included**
Actuarial Consulting Services	**Included – Biannual**
Foreign Network Oversight	**Included**
Foreign Local Insurance Placements & Service	**Local Commissions**
Required Travel Expenses	**Included**
Gallagher Claims and Risk Consulting – Claims Advocacy, Risk Control Consulting, Property Risk Engineering, and Fleet Safety Consulting	**Included**
Utilization of London & Bermuda Wholesale Brokers	**Wholesale Commissions Retained by Wholesaler**
Other Services Priced Separately Based on Scope of Work	
Gallagher Verify – Inbound Certificate Tracking	**Separately priced based on volume**
Full Enterprise Risk Management	**Separate the scope of services & fee**
Business Continuity and Resilience Services	**Separate the scope of services & fee**
RMIS Data Management Support	**Separate fee**
TPA Selection & Advocacy	**Separate fee if applicable**

CORE BROKERAGE & RISK SERVICES	GALLAGHER SERVICES
Property Appraisals	Per appraisal – separately priced
Surety	Commission
Certified Actuarial Analysis and Reporting	Separate Fee
Wholesaler Commissions	Separate Fee
Captive Consultation	Separate Fee
RPS Probabilistic CAT Modeling	Separate the scope of services & fee

APPROACH TO RISK MANAGEMENT

CORE360® is our comprehensive approach to evaluating our clients' risk management programs. It leverages our analytical tools and diverse resources for customized, maximum impact on the six cost drivers of their total risk.

Unlike traditional total cost of risk discussions, we work with you to identify actual and potential costs and explore strategic options to reallocate these costs through smart, actionable insights. This approach helps you understand, control, and reduce your total cost of risk, ultimately boosting your profitability. Many insurance companies discuss an organization's total cost of risk, but few present it in a way that clients can easily understand and apply.



DELIVERING COMPREHENSIVE SOLUTIONS

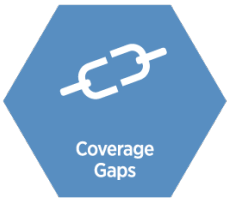
Using **CORE**360, Gallagher can understand all actual and potential costs, provide actionable advice, and deliver world-class service. Our goal is to accurately forecast Albany County's total cost of risk in a manner that other brokers cannot replicate.

Insurance Premiums

Gallagher works to minimize your premium costs in three critical ways: (1) using our in-depth knowledge of Albany County, we can match you with the best carrier from our global network of insurance carriers; (2) leveraging our strong market relationships; and (3) highlighting your unique areas of importance to make your organization more attractive to insurance carriers.

Program Structure

We can continue to design your unique insurance program from the ground up using a mix of traditional and non-traditional products (including insurance, self-insurance, captives, and pools) that balances the level of risk and reward across the risk continuum and ensures that all the pieces fit together in a way that minimizes your Total Cost of Risk.



Coverage Gaps

Gallagher employs a three-step approach to closing coverage gaps by partnering with you to ensure complete coverage. First, we thoroughly analyze your current policies to identify areas for improvement. Next, we collaborate with trusted carrier partners to create customized solutions with competitive pricing and best-in-class terms. Finally, leveraging our deep industry and coverage expertise, we gain a comprehensive understanding of your business to identify and effectively manage potential coverage gaps.

Uninsured & Uninsurable Losses

Uninsurable risks can arise from a lack of market experience or a history of losses. Underinsured exposures may result from a lack of risk awareness or a reluctance to purchase coverage for the exposure. We help you understand all your potential risks, both known and unknown. With our extensive network of coverage-area experts, we provide your organization with actionable advice to help you make informed decisions, develop innovative solutions, and manage non-traditional risks.

Loss Prevention & Claims

At Gallagher, our data-driven approach enables us to develop programs tailored to you that increase safety, minimize losses, and mitigate claims, ultimately resulting in a lower total cost of risk.

Contractual Liability

Every organization enters into contracts, and sometimes these contracts can unnecessarily leave you exposed to risk. Gallagher works closely with our clients to review and assist with contract negotiation. We leverage our in-house attorneys and industry specialists to comment on insurance-related provisions in client agreements, confirm compliance with insurance program limits, and, as necessary, request changes to policies impacted by contractual obligations. We also use benchmarking data to ensure that insurance requests clients receive from their customers and other third parties are reasonable and in line with market standards.

GALLAGHER DRIVE

Gallagher Drive is our premier data and analytics platform that combines market conditions, claims history, and industry benchmarks to provide our clients and carriers with real-time data to optimize risk management programs. When used as part of **CORE**360, our unique, comprehensive approach to evaluating our clients' risk management programs, Gallagher Drive creates meaningful insights to help them make more informed risk management decisions, use capital efficiently, and identify the top markets with the best solutions for their risks.

Each of these Gallagher Drive capabilities can benefit you and can be used as part of **CORE**360 to evaluate risk management programs:

BENCHMARKING SERVICES

Our platforms allow you to compare your insurance program structure with industry peers to help you make more informed purchasing decisions on your coverages, limits, and potential exposures.

PLACEMENT ANALYTICS

Gallagher has decades of experience working with carriers, complemented by unique trade data, to help you optimize your insurance panel and your total cost of risk. We use these analytics to continually review markets to ensure risk is being managed with the optimal carrier.

CLAIMS ANALYTICS

Gallagher's proprietary data, combined with our robust forecasting and modeling tools, can help you better analyze your organization's loss history and related impact.

CONSULTING SERVICES AND SOLUTIONS

Our comprehensive suite of data visualizations and dashboards provides a visual story of the factors that comprise your specific total cost of risk. Our analytics consultants can show how they work together to deliver the performance your organization requires.

Our analytics offerings will optimize your programs by leveraging third-party and Gallagher data. Our clients see the results because of our market relationships, trade data, and ability to provide relevant insight into their industries.

OUR SERVICE PHILOSOPHY

We are dedicated to providing industry-leading customer service, with your satisfaction as our top priority; this is fundamental in how we do business. We deliver exceptional value to our clients by:

- Investing in the knowledge of our clients' businesses and industries
- Listening closely to our clients about their expressed and unexpressed needs
- Providing a dedicated client service team
- Offering proactive ideas that advance and protect our clients' businesses
- Being flexible to respond to changes in our clients' business needs
- Communicating candidly, directly, and often with our clients
- Leveraging the best tools to realize efficiency and cost savings for our clients
- Paying attention to logistics: when we deliver is as important as what we deliver
- Doing what we promise
- Being accountable for our performance

ONGOING SERVICE

Gallagher's ongoing support throughout the year will begin with developing an annual service plan, primarily focused on day-to-day program administration, renewal preparations, and marketing. The timing of the check-in calls varies by time of year (e.g., weekly to biweekly during renewals or monthly during non-renewal periods). As a true extension of Albany County's risk management resources, we believe the regular check-in calls are critical to our relationship-building and to our success in communicating the Albany County message into the marketplace.

To ensure consistency in client service, Gallagher's comprehensive professional standards serve as the basis for our clients' service expectations. The following standards include policies and procedures related to risk analysis, marketing, policy review and delivery, policy servicing, and claims advocacy.

TECHNICAL SERVICE STANDARDS	WITHIN:
Return phone calls	Same day or within 24 hours
Issue invoices and related documents	8 workdays of binding coverage or final terms are confirmed
Incorporate policy changes	Date of receipt or date coverage needed
Issue certificates	24 hours of receipt or as needed
Process endorsements	10 workdays of receipt from the carrier
Process agency bill audits	7 workdays of receipt from the carrier
Issue auto ID cards	24 hours or as needed
Check policies	Check 90 workdays of the effective date; deliver them within 10 workdays of checking

RISK CONSULTING

Gallagher Claims and Risk Consulting team has more than 100 safety and risk control professionals to help Albany County successfully manage and improve their risk program. Our consultants have extensive industry experience with public sector clients and understand the current and emerging risks, regulations, safety and health management systems, and specific operational exposures. We can help you implement risk improvement strategies that focus on human and organizational performance, leading to improved injury reduction outcomes. We do this by first gaining a clear understanding of your business goals and objectives and then creating a program to complement your operations.

Your Risk Control Specialist

Bill O'Connor is Albany County's dedicated resource for any risk control related items. He works directly with the Gallagher servicing team and your risk management team to prevent claims. Bill's approach is to understand and analyze current claim trends and operational needs, then augment your risk-prevention resources to address your highest-loss drivers.

Advantages of working with our risk control consultants include:

- Extensive experience in designing and delivering risk control consulting to the public sector
- Local team members with a comprehensive understanding of your specific property/casualty exposures and loss types.
- A team of consultants with varying experiences and expertise that collaborate and share risk improvement ideas and success stories to improve the content and service we provide our clients.
- We act as an extension of your risk management and safety team. In our partnership with Albany County, we will represent your organization and conduct on-site consultative services with department leadership.

RISK CONTROL SERVICE OFFERINGS	
SITE RISK ASSESSMENT	• Site risk assessment comprises reviewing operations, identifying potential risks/hazards, and recommending corrective actions. Some services Gallagher can provide include: – Help develop a gap analysis that allows your risk management department to compare existing programs to your internal standards/best practices. – Provide technical support for the risk management team in areas of safety and risk concerns.
RISK/SAFETY EDUCATIONAL TRAINING	• Develop/conduct safety educational training for managers, supervisors, and employees. Some services Gallagher can provide include: – Work with Albany County's risk management team to determine where specific training may be required. – Help develop a safety training matrix or review the existing training matrix. – Conduct risk/safety training through a virtual platform.
PROGRAM CONSULTATION	• Program evaluation, assessment, and recommendations for various operational risks. Some services Gallagher can provide include: – Assist the Albany County safety team in enhancing the mission and scope of activities. – Review existing safety and health procedures and provide recommendations to enhance these procedures. – Review Albany County's fleet safety program and compare the program to the best standards of practice.

RISK CONTROL SERVICE OFFERINGS	
SPECIAL PROJECTS	• Client requested services for emerging risks or concerns. Examples include: – Collaborate with insurance carrier risk control consultants. – Participate with Albany County's risk management team on serious accident events.

STRATEGIC RISK CONSULTING APPROACH

The risk consulting team is committed to providing a more hands-on, strategic approach to help clients develop and maintain a marketable risk profile. By moving beyond simply sharing materials, the focus shifts to creating sustainable programs, reducing risks, and lowering costs associated with liability and incidents. Through targeted initiatives and dedicated operations, the goal is to ensure regulatory compliance, reduce premiums, address the root causes of loss and reduce your total cost of risk (TCOR).

Key Initiatives:

- Conduct GAP analysis to identify areas for improvement and opportunities to mitigate risks.
- Educate and mentor staff and managers to build internal expertise and accountability.
- Develop tailored training programs to ensure regulatory compliance and effective risk control.
- Strategically market risk profiles through carriers to reduce premiums, particularly with workers' compensation modifications.
- Implement targeted activities and initiatives to address specific risks and reduce liability and incident repercussions.
- Utilize tools like Risk Map, Claims Connect, Mod Master, Benchmarking and Forecast to identify areas for risk profile improvement.

SAFETY CONSULTATION AND LOSS CONTROL

Our Gallagher Claims and Risk Consulting consultants are trained to focus on developing core business strategies that lay the foundation for sustainable performance. Safety standards are continually evolving to meet industry demand and best practices. The Gallagher Claims and Risk Consulting team will enhance your safety program and production operations. Gallagher offers a full range of training services to ensure your staff is legally compliant and knows how to work safely and employ best practices in their daily activities.

Risk Evaluation Process

Analysis

- Perform needs analysis
- Help determine staffing needs
- Develop a disaster response plan
- Develop a crisis management plan
- Design master safety plan

Implementation

- Oversight of the program safety plan
- Delegate responsibilities
- Periodic onsite surveys
- Incident rate analysis based on payroll or job hours
- Accident investigation oversight
- Toolbox training

RISK CONTROL TECHNOLOGY TOOLS

Gallagher continually develops resources to help our clients mitigate their total cost of risk (TCOR). We deliver a variety of safety and risk control training across multiple platforms, enabling maximum reach among employees. Options include using “live” webinars, electronic newsletters, and face-to-face training when possible. The training will focus on specific risk exposures to educate Albany County on how to prevent injuries or claims.

While face-to-face training is the most desirable, Gallagher’s Gallagher Claims and Risk Consulting team acknowledges the logistical challenges of providing such training to all employees. To address this issue, Gallagher offers a variety of virtual training courses.

Gallagher Safety Training & Education Platform (STEP)

Gallagher STEP is a web-based learning management system that provides the tools needed to effectively manage and train your staff, communicate important information related to safety and health, and enhance your overall risk management program. The system is available to our clients as a value added service to support with Risk Management & Safety efforts.

Key Features:

- **Risk Management Library:** Over 2,000 training materials in English and Spanish, including online interactive trainings, safety videos, policies, PowerPoints, posters, and quizzes.
- **Custom Content:** Clients can upload and assign their own documents and training materials via the "My Content" folder.
- **Audit Track:** Create, schedule, and manage audits, inspections, and checklists with corrective action workflows.
- **Certificate of Insurance Tracking:** Import and validate vendor/sub certificates, automate renewal and invalid certificate notifications.
- **Incident Tracking:** Document and investigate property, work comp, liability, and auto claims, with OSHA log support.
- **Training Track:** Assign, schedule, and record both online and offline trainings, with auto-scheduling and employee import features.
- **Job Description Builder:** Templates for job duties and return-to-work programs.
- **User Management:** Import employees, set permissions, and restrict access by role or application.
- **Support & Training:** Built-in support center, knowledge base, and pre-recorded webinars for easy onboarding.
- **No Additional Cost for Library Modules:** All training modules are included for clients, with no per-module fees.

To learn more, visit the https://gallagher.gallery.video/gallagher-step for an overview and additional trainings.

GALLAGHER CLAIMS AND RISK CONSULTING: CLAIMS ADVOCACY & CLAIMS CENTER

The Gallagher Claims and Risk Consulting team is your go-to resource for both claims prevention and navigating through the life of a claim. Our team comprises experts in claims, risk control, financial analysis, and highly protected risk, ensuring comprehensive coverage for your needs. With a nationwide presence, our team brings industry-specific experience and a deep understanding of current and emerging safety regulations and operational exposures. Leveraging data analytics and extensive industry knowledge, we respond promptly and urgently to deliver the best possible outcomes for you.

It is crucial to take a strategic approach to reducing losses and minimizing your total cost of risk. Equally important is having an effective advocate when a claim occurs. Our suite of risk services is built on data-driven analysis of your business needs and a steadfast commitment to partnership, ensuring comprehensive support tailored to your specific requirements.

CLAIM ADVOCACY

We can continue to provide technical expertise in all aspects of the claims discipline for all lines of coverage brokered by Gallagher. Our job is to ensure you receive the highest service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary. We also:

- Intervene on claims involving coverage issues and reservation of rights letters
- Advise on selection of defense counsel
- Work with claims adjusters to pursue the best defense strategy

Your Claim Advocate

Thomas Lynch is the dedicated resource for all claims-related matters for Albany County. He collaborates closely with the Gallagher servicing team and your risk management team to facilitate complex claim settlements in the event of a catastrophic loss, ensuring prompt and equitable resolutions. Thomas acts as your professional advocate in cases of substantial losses, directly engaging with the claim adjusters representing the participating carriers to advocate on your behalf.

Pre-Loss Support

Effective pre-loss strategies are a core component of Gallagher's claims management services to Albany County. Gallagher's team would look to integrate our claims response services with the existing claims or risk management plans you have in place.

- Cyber vendor panel and response firms established pre-loss
- Dedicated claims examiners – our approach is to identify and build relationships with these insurance company representatives before a loss
- Identify & potentially contract with forensic accountants, disaster recovery/mitigation contractors – discuss Albany County's procurement requirements relating to these contracts
- Discussion of Stafford Act implications on risk financing strategy
- Provide training to various departments and individuals on the claims management plan

Loss Recovery, Negotiation, and Dispute Resolution

Gallagher will coordinate with Albany County, its adjusters, and insurers to facilitate a prompt response following a loss. At this stage, we will work with your team to implement the pre-loss plan, including coordinating contractors, insurers, and claims staff. These services include, but aren't in any way limited to:

- On-site claims presence to inspect the property and the extent of loss
- Assist in recommendations with Albany County's staff and remediation experts on ways to preserve property
- Coordinate initial insurer meetings along with coordinating general adjusters

Ultimately, Tom can help Albany County:

- Reduce open reserves
- Obtain coverage where coverage was denied
- Receive claims closure
- Increase first-party payouts
- Reduce client out-of-pocket expenses
- Decrease third-party payouts

SECTION 5: TERM OF CONTRACT

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 5.1-5.3.

Gallagher's standard client relationships include a $20M liability cap. However, under certain circumstances, Gallagher may be amenable to exceptions to this cap amount.

Please note that AI is approved for GL only.

A draft contract has been included in the Appendix for your review.

SECTION 6: COST PROPOSAL

6.1 Submit a proposal for the services described above in Section 4, Scope of Services.

The services outlined in Section 4 are offered at no cost to the County of Albany, in line with the approach we have taken in our previous three service agreements.

6.2 Set forth any fees for disbursements, travel expenses, mileage etc.

Gallagher will not charge the County of Albany any additional fees for the listed expenses or for any unforeseen expenses that may arise and are not explicitly listed.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

Since 2013, Gallagher has been honored to serve as the Broker of Record for the County of Albany. We are thrilled to continue our partnership in this capacity and sincerely thank you for being a highly valued client.

Mandatory Documentation

COST PROPOSAL FORM

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Insurance Broker of Records
RFP Number: 2026-008

COMPANY: Arthur J. Gallagher Risk Management Services, LLC

ADDRESS: 30 Century Hill Drive, Suite 200,

CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: 716-651-4785

FAX NO.: 518-533-6863

FEDERAL TAX ID NO.: 36-2151613

REPRESENTATIVE: Bart Kresse

E-MAIL: Bart_Kresse@ajg.com

SIGNATURE AND TITLE _____, Executive Vice President – Upstate & Western New York

DATE 2/2/26

CP3

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

Executive Vice President – Upstate & Western New York
Title

Arthur J. Gallagher Risk Management Services, LLC
Company Name

2/2/26
Date

ACKNOWLEDGMENT BY PROPOSER (ATTACHMENT "B")

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 2nd day of February, 20 26, before me personally appeared Bart Kresse to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) Executive Vice President – Upstate & Western New York of the (name of corporation) Arthur J. Gallagher Risk Management Services, 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 Erie County

Commission Expires 12/20/2029

No. 01B16426943

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 "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

Executive Vice President – Upstate & Western New York
Title

Arthur J. Gallagher Risk Management Services, LLC
Company Name

2/2/26
Date

SECTION 7: PROPOSAL SUBMISSIONS

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").

We have thoroughly reviewed all aspects of Section 7, including Sections I through VI. Please refer to the above sections for our comprehensive responses.

SECTION 8: PROPOSAL EVALUATION

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 8.1-8.4.

SECTION 10: ALTERNATIVES

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 10.1.

SECTION 11: INDEMNIFICATION

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 11.1.

SECTION 12: SPECIFICATION CLARIFICATION

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 12.1-12.3.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 13.1-13.3.

SECTION 14: PROPOSAL SECURITY

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 14.1.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 15.1-15.3.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/9/2026

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
Arthur J. Gallagher Risk Management Services, LLC
300 S Riverside Plaza Ste 1500
Chicago IL 60606

CONTACT NAME:
PHONE (A/C, No, Ext): 312-704-0100 FAX (A/C, No): 312-803-7443
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: XL Specialty Insurance Company	37885
INSURER C: Underwriters at Lloyd's London	15792
INSURER D:	
INSURER E:	
INSURER F:	

INSURED ARTHUGA113
Arthur J Gallagher & Co and its Subsidiaries
2850 West Golf Road
Rolling Meadows, IL 60008

COVERAGES **CERTIFICATE NUMBER:** 69960074 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			018415132	10/1/2025	10/1/2026	Per Claim/Aggregate	$12,000,000
B	Excess Errors & Ommisisons			ELU20648725	10/1/2025	10/1/2026	Per Claim/ Aggregate	$10,000,000
C	Excess Errors & Omissions			FI0121925	10/1/2025	10/1/2026	Per Claim/Aggregate	$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Regarding RPF #2026-008

CERTIFICATE HOLDER

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2026

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
Arthur J. Gallagher Risk Management Services, LLC
300 S Riverside Plaza Ste 1500
Chicago IL 60606

CONTACT NAME:
PHONE (A/C, No, Ext): 312-704-0100 FAX (A/C, No): 312-803-7443
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: Arch Indemnity Insurance Company	30830
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Arthur J. Gallagher, LLC
2850 West Golf Road
Rolling Meadows, IL 60008

COVERAGES CERTIFICATE NUMBER: 2091493467 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		41GPP4938418	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			41CAB4938318	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			44WCI0501918	10/1/2025	10/1/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to: Arthur J. Gallagher Risk Management Services, LLC 30 Century Hill Drive, Suite 200, Latham, NY 12110.
RE: RFP#2026-008.
COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION are shown as an Additional Insured solely with respect to General Liability coverage as required by written contract per form CG 20 11 04 13.

CERTIFICATE HOLDER

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

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Gallagher's standard client relationships include a $20M liability cap. However, under certain circumstances, Gallagher may be amenable to exceptions to this cap amount.

SECTION 16: REMEDY FOR BREACH

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 16.1.

SECTION 17: CASH DISCOUNT

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 17.1-17.2.

SECTION 18: FREEDOM OF INFORMATION LAW

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 18.1.

SECTION 19: MACBRIDE PRINCIPLES

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 19.1-19.4.

SECTION 21: ANTIDISCRIMINATION CLAUSE

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 21.1.

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in sections 22.1-22.6.

SECTION 23: INTERPRETATION

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 23.1.

SECTION 24: NON APPROPRIATIONS CLAUSE

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 24.1.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

Gallagher confirms that we have reviewed this section thoroughly and fully understand the details and requirements as stated in section 25.1-25.4.

Appendix

Gallagher

Insurance | Risk Management | Consulting

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES 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 (the "County"), and ${|Vendor in Caps|.contract.vendor.legal_name.upcase}, having an address at ${|Vendor Full Address|.contract.vendor.full_address} (the "Consultant"). The County and Consultant may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of professional services in connection with ${|contract.synopsis_of_program|.contract.synopsis_of_program}; and

WHEREAS, the Consultant agrees to provide such professional 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 Consultant mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Consultant agrees to perform the professional 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. Consultant agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Consultant that the County will not compensate Consultant for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Consultant 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 Consultant, and Consultant 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 Consultant 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 Consultant within ~~sixty~~ forty-five ~~(60~~45) days after receipt by the County of said claim form, and, if objectionable, will notify Consultant in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Consultant. 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 Consultant of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Consultant or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Consultant represents and warrants that no person or agency has been employed or retained by Consultant 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. Consultant 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. Consultant 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 Consultant 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

Consultant 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. Consultant 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 Consultant 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

Consultant and each person signing on behalf of Consultant 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 Consultant 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 Consultant have not been knowingly disclosed by Consultant 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 Consultant 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 Consultant (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, Consultant 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, Consultant shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Consultant's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Consultant covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Country including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Consultant, 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 Consultant will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Consultant 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 Consultant and the Consultant 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 Consultant 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 Consultant, 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 Consultant's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Consultant 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

Consultant 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.

Consultant 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.

Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant 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, Consultant 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, Consultant, 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 Consultant 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, Consultant 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 Consultant's General Liability ~~all such~~ policy with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant 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 Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Consultant hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the Consultant's General Liability ~~required insurance~~ policy(ies), with the exception of workers' compensation and professional liability. If Consultant is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Consultant 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 or equivalent.
- 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. Consultant 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. Consultant acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Consultant 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.

The General Liability ~~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 Consultant.

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 Consultant's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Consultant will maintain similar insurance for at least two (2) years following final acceptance of the Work;
- ~~If the insurance is terminated for any reason, Consultant 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; LIMITATION OF LIABILITY

Consultant 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 Consultant, 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 Consultant either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Consultant'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.

Consultant's liability to County arising from any acts or omissions of Consultant shall not exceed $20 million in the aggregate. Without limiting
the foregoing, Consultant shall only be liable for actual damages incurred by County, and shall not be liable for any indirect, special, exemplary, consequential, reliance, punitive damages.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

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

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

Upon termination of this Agreement, Consultant 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 Consultant pursuant to this Agreement; and
B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Consultant 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 Consultant 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 Consultant and/or set off against any sums due Consultant.

Notwithstanding any other provisions of this Agreement, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of Consultant's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Consultant, Consultant 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 Consultant to satisfactorily complete the Work, together with the County's own costs incurred in procuring a

substitute Consultant. The County may withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due to the County from Consultant 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 Consultant or its assignees of the final payment under this Agreement, whether by Consultant'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 Consultant 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 Consultant (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. Consultant 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

Consultant 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 Consultant's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Consultant 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 Consultant 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 Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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

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

82.110, the hereby Consultant certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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, Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Consultant 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. Consultant certifies that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State of local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Consultant 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 (Consultants other than individuals)**. As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Consultant 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 Consultant'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. Consultant's policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance program; and
   iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)

2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
   a. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
      i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance ore rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
   b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

3. **Drug-Free Workplace (Consultants who are individuals)**. As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
   1. As a condition of the Agreement, Consultant 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, Consultant 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 Consultant 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 [For Public Work Contracts Only]

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 Consultant hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant 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

Consultant 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

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 Consultant 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, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant 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: Consultant, 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. Consultant 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 Consultant 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 Consultant 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: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant 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 Consultant'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 Consultant under the Agreement until Consultant complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant 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. Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Consultant, 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.

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 Consultant.

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERUPTION OF WORK [For Public Work Contracts 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

If the Consultant 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 Consultant 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 Consultant on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 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.

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

THE GALLAGHER WAY

Shared Values at Gallagher are the rock foundation of the Company and our Culture. **What is a Shared Value?** These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. **What are some of Gallagher's Shared Values?**

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens — everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned — not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems — not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on — not turned off.
23. We are a warm, close company. This is a strength — not a weakness.
24. We must continue building a professional company — together — as a team.
25. Shared values can be altered with circumstances — but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

ROBERT E. GALLAGHER
MAY 1984

Gallagher Tenet #11

We all need one another. We are all cogs in a wheel.

The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, LLC (License No. 100292093 and 0D69293).

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Contract #: 2026-0412

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Public Works Administration D5010

Date Submitted: 03/17/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Carver Construction, Inc.

Estimated Amount: 29940

Scope of Services: Concrete Slab for Fitness Court in the Town of Westerlo

Budget Line Item: D5110.44075 Bridge & Road Repair

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

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: March 16, 2026

Re: Concrete Slab for MVP Fitness Court in the Town of Westerlo

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The Public Works Department respectfully requests approval of an award to the lowest quote, Carver Construction Inc. to pour a concrete slab for the MVP Fitness Court in the Town of Westerlo.

Public Works received two (2) official quotes and two (2) non-quotes for the concrete slab. Carver Construction, Inc. was the lowest quote as $29,940.00.

If there are any questions or further information is needed, please feel free to contact my office.

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

To: ***Pamela O'Neill, Purchasing Agent***

From: ***Lisa Ramundo, Commissioner***

Date: ***March 16, 2026***

RE: ***Concrete Slab for MVP Fitness Court in Westerlo***

Public Works would like to recommend contracting with Carver Construction to install a concrete slab for the MVP Fitness Court in the Town of Westerlo. Public Works received two (2) complete quotes and two (2) non-quotes. Carver Construction is the lowest bidder at $29,940.00.

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Department of Public Works

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: March 17, 2026

RE: ***Concrete Slab for MVP Fitness Court in Westerlo***

I am in receipt of your recommendation to award the aforementioned to Carver Construction in the amount of $29,940.00.

As Carver Construction is the lowest responsible and responsive quoter, 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.

Carver Construction Inc.
26 Corporate Circle | Albany, NY 12203
Phone: (518) 355-6034

PROPOSAL / CLARIFICATION FOR WESTERLO TOWN PARK SLAB

Date: March 3, 2026
Sheet 1 of 2

Prepared For: Lisa Ramundo
449 New Salem Rd
Voorheesville, NY 12186

Prepared By: Gabe Hanoufa
Estimator
Carver Construction Inc.
26 Corporate Circle
Albany, NY 12203
ghanoufa@carvercompanies.com

Carver Construction Inc. will provide all materials, equipment, and labor to perform the following work for the proposed Westerlo Town Park slab.

- Install 10 mil vapor barrier on the prepared subbase.
- Form & pour a 38’ x 38’ x 6” slab with wire mesh.
- Place owner supplied Spray Lock on the concrete.

***Total Cost for Work* = $29,940.00**

Carver Construction Inc.
26 Corporate Circle | Albany, NY 12203
Phone: (518) 355-6034

PROPOSAL / CLARIFICATION FOR WESTERLO TOWN PARK SLAB

Date: March 3, 2026

Exclusions:

- Permits
- Additional insurance
- Undercut of unsuitable materials
- Subbase or site prep activities

Assumptions/Clarifications:

- This proposal assumes all site prep work up to and including subbase has been completed by Albany County.
- No pump truck was figured for this work.
- 4,000 PSI concrete mixture was figured for this work.
- This project was priced as tax exempt.
- Price based on one mobilization. Additional mobilizations will be billed at a rate of $4,500.00 each.

X _____

Name:
Title:

X _____

Ken Barth
Vice President

THE TERMS SET FORTH BELOW ARE APPLICABLE TO THE PROPOSAL TO WHICH IT IS ATTACHED.

Standard Terms & Conditions

1. **Definitions**

1.1 Carver: Carver Construction, LLC, including its affiliates, shareholders, members, managers, officers, directors, employees, representatives, agents, successors, and assigns.
1.2 Customer: The individual or entity identified in the accompanying proposal, purchase order, or contract requesting Carver's Work.
1**.3 Agreement**: These Terms & Conditions, together with any related proposal, purchase order, scope of work, addendum, or other document that incorporates these Terms & Conditions by reference.
1.4 Work: All labor, services, materials, supplies, equipment, deliverables, and other items Carver provides under this Agreement.

2. **Scope of Work**

- **2.1 Proposal and Hierarchy** The specifics of Carver's Work are set forth in the proposal or other signed document referencing these Terms & Conditions. In the event of conflict between these Terms & Conditions and any other project document, these Terms & Conditions shall prevail unless expressly stated otherwise in a signed writing.
- **2.2 Changes / Change Orders** Any change, addition, or reduction in the Work (e.g., revised scope, design modifications, schedule adjustments) must be documented via a written Change Order signed by an authorized representative of both parties. Carver may be entitled to an equitable adjustment in price, time, or both, based on any Change Order.

3. **Pricing, Payment, and Taxes**

- **3.1 Pricing** Unless otherwise stated, prices are based on current labor rates, materials, liquid asphalt postings, and fuel costs. If those costs materially increase prior to starting or during the Work, Carver may adjust its pricing upon written notice to Customer.
- All proposals are valid for thirty (30) days unless otherwise specified.
- 3.2 **Payment Terms** Carver shall invoice monthly or upon reaching specific milestones. Payment in full is due within thirty (30) days of the invoice date, unless otherwise stated in writing. No retainage shall be withheld unless agreed upon in a separately signed writing. Past-due balances accrue interest at two percent (2%) per month (or the maximum allowed by law, if lower) from the invoice date until paid in full. Carver may suspend or terminate Work for nonpayment or if it reasonably believes Customer may be unable or unwilling to pay, until Carver receives adequate assurances of payment.
- 3.3 **Taxes** Unless Customer furnishes a valid capital improvement or tax-exempt certificate, Carver shall add all applicable sales or use taxes to the invoice. Customer is responsible for all other taxes, fees, assessments, and charges imposed by governmental authorities relating to the Work, except those measured by Carver's net income
- **3.4 Collection Costs** Customer shall reimburse Carver for all reasonable costs of collection, including attorneys' fees and court costs, incurred in enforcing this Agreement or collecting amounts due.
- **3.5 Mechanic's Lien and Trust Fund Notice** Carver expressly reserves all rights and remedies under New York Lien Law, including the right to file and enforce a mechanic's lien for unpaid amounts. All funds received by Customer for this project are trust funds under Article 3-A of the NY Lien Law, dedicated to paying claims of subcontractors, material suppliers, and others (including Carver). Customer shall not divert such funds for any other purpose.
- **3.6 Prompt Payment and Public Projects** If the project is subject to New York's Prompt Payment statutes (e.g., State Finance Law, General Municipal Law, or Local Finance Laws), then payments must be made in accordance with those statutory timelines. Carver retains the right to suspend or terminate Work if not paid in accordance with these statutes.
- 3.7 **Prevailing Wage / Davis-Bacon** If the project is deemed a "public work" under NYS Labor Law §§ 220, 230, or if the Davis-Bacon Act (federally funded projects) applies, Customer shall notify Carver in writing prior to commencing Work. Carver's pricing and schedule may be adjusted to reflect compliance with wage determinations, postings, or recordkeeping obligations associated with prevailing wage laws.

4. **Schedule, Delays, and Force Majeure**

- **4.1 Schedule** Carver will perform the Work in a diligent manner consistent with any agreed-upon schedule.
- **4.2 No-Damage-for-Delay** Carver is not liable for delay-related damages (including lost profits or extended overhead) except to the extent caused by Carver's sole gross negligence or willful misconduct, and only to the extent such liability is not prohibited by law.
- **4.3 Force Majeure** Carver shall not be liable for delays or failures to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, severe weather, labor disputes, pandemics, war, terrorism, governmental orders, or supply chain disruptions. In any force majeure event, the schedule for Carver's performance will be extended by the duration of the delay plus a reasonable recovery period.
- **4.4 Permits** Unless otherwise stated in writing, Customer is responsible for obtaining and paying for all permits, licenses, and inspections from governmental bodies.
- **4.5 Call Before You Dig** Customer must ensure that all utility lines are accurately located and marked before Carver begins any excavation or digging. Customer shall bear all costs, damages, or fines arising from unmarked or improperly marked utilities, except where Carver's negligence is the sole cause.

5. **Site Conditions and Hazardous Materials**

- **5.1 Access and Preparation** Customer shall provide Carver with safe, continuous, and unobstructed access to the site. Unless specified otherwise, the Customer is responsible for initial site preparation (e.g., clearing, grading, stakeout).
- **5.2 Subsurface or Latent Conditions.** If Carver encounters hidden conditions (rock excavation, unsuitable soils, etc.) or hazardous materials not reasonably identifiable beforehand, Carver may suspend Work and shall be entitled to an equitable adjustment (time, cost, or both) through a Change Order. Customer must disclose all known or suspected hazardous substances at the site (e.g., asbestos, contaminated soils) that are regulated by federal (EPA), state (NY DEC), or local authorities. Unless expressly included in the scope, Carver is not responsible for testing, abatement, removal, transport, or disposal of hazardous materials. If Carver discovers undisclosed hazardous materials, Carver may suspend Work until the parties agree on how to address them; additional costs will be borne by Customer.

6. **Warranty**

- **6.1 Standard Warranty** Carver warrants its workmanship and materials to be free from defects for one (1) year from the date of substantial completion, unless otherwise stated in writing.
- **6.2 Cold-Weather Paving** If asphalt paving is performed between November 15 and April 15, Carver provides no warranty unless specifically agreed in writing and with Customer's acknowledgment of potential quality impact.
- **6.3 Disclaimer of Other Warranties** EXCEPT AS EXPRESSLY PROVIDED ABOVE, CARVER DISCLAIMS ALL OTHER WARRANTIES—EXPRESS OR IMPLIED—INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT ALLOWED BY LAW.

7. **Representations and Additional Obligations**

- **7.1 Customer's Representations** Customer represents that it has lawful authority to enter this Agreement, owns or has permission from the property owner(s) for the Work, and that the Work is duly authorized. Customer warrants that it shall not knowingly hinder, delay, or interfere with Carver's performance and that it shall fully cooperate in a commercially reasonable manner to facilitate Carver's timely completion of the Work.
- **7.2 Compliance with Laws** Carver and Customer each agree to comply with applicable federal, state, and local laws (e.g., OSHA, DEC regulations, building codes, etc.) in connection with the Work.

8. **Indemnification**

- **8.1 Customer Indemnity** To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Carver from and against any and all claims, suits, liabilities, damages, losses, fines, penalties, judgments, costs, or expenses (including reasonable attorneys' fees) arising out of: (i) Customer's breach of this Agreement; (ii) Any negligent, grossly negligent, or willful act or omission by Customer or its agents; (iii)Personal injury, death, or property damage occurring at the project site, except to the extent caused by Carver's sole negligence or willful misconduct.
- **8.2 Carver Indemnity** Consistent with NYS GOL § 5-322.1, Carver shall indemnify and hold Customer harmless against third-party claims only to the extent caused by Carver's gross negligence or willful misconduct in performing the Work.
- **8.3 Anti-Indemnity Compliance** Any indemnification provision in this Agreement shall be enforced only to the fullest extent permitted by NYS law and shall not require indemnification for the indemnitee's own negligence if such is prohibited by law.

9. **Limitation of Liability**

- 9.1 EXCLUSION OF CERTAIN DAMAGES CARVER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING LOST PROFITS OR LOSS OF USE) ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. CARVER'S TOTAL LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO CARVER FOR THE SPECIFIC WORK GIVING RISE TO THE CLAIM. NO OFFICER, DIRECTOR, SHAREHOLDER, MEMBER, MANAGER, PARTNER, OR EMPLOYEE OF CARVER SHALL HAVE ANY PERSONAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10. **Dispute Resolution**

- **10.1 Mediation** If a dispute arises out of or relates to this Agreement, the parties shall first endeavor to settle it by mediation administered by a mutually agreeable mediator in New York (or such location as agreed in writing). The parties shall share the mediator's fee equally. Any settlement reached via mediation shall be documented in a written agreement signed by both parties.
- **10.2 Binding Arbitration** Any claim or dispute not resolved by mediation within sixty (60) days (or such period as the parties otherwise agree) shall be resolved by binding arbitration administered under the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) or a similar service (e.g., JAMS), to be conducted in New York, unless another venue is agreed. The arbitration award shall be final, binding, and enforceable in any court of competent jurisdiction. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party, unless prohibited by law.
- **11.3 Waiver of Jury Trial** THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHTS TO A TRIAL BY JURY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

11. **Termination**

- 11.1 Termination by Carver Carver may terminate this Agreement (i) immediately if Customer fails to make any payment when due and such failure remains uncured for seven (7) days after written notice, or (ii) upon seven (7) days' notice for any other material breach by Customer not cured within that time.
- 11.2 Termination by Customer Customer may terminate this Agreement only for Carver's uncured material breach upon written notice stating the breach, and allowing Carver thirty (30) days to cure, or if Carver becomes insolvent or otherwise ceases operating.
- 11.3 Effects of Termination Upon termination, Customer shall pay Carver for (i) all Work performed up to the termination date, (ii) all materials, equipment, and labor costs incurred or ordered, and (iii) any demobilization or cancellation charges, plus a reasonable profit on the unperformed Work.

12. **Insurance**

- Carver shall maintain commercial general liability, workers' compensation, and other coverage required by law or specifically outlined in writing with Customer.
- Customer shall carry adequate builders' risk or other property insurance to protect its own interests in the project.

13. **Assignment and Subcontracting**

- Carver may assign or subcontract its rights and obligations under this Agreement to affiliated entities or qualified subcontractors, with notice to Customer.
- Customer may not assign this Agreement without Carver's written consent.

14. **Governing Law and Venue**

- This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-law principles.
- Subject to Section 11 (Dispute Resolution), any litigation (if arbitration is not required) shall be filed in a court of competent jurisdiction in New York.

15. **Entire Agreement and Amendments**

- This Agreement (including attachments and documents incorporated by reference) constitutes the entire understanding between the parties and supersedes all prior discussions or agreements. No amendment, modification, or waiver shall be valid unless in writing and signed by an authorized representative of each party.

16. **Severability**

- If any provision is held invalid, unenforceable, or illegal by a court or arbitrator of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties shall endeavor to replace such provision with a valid and enforceable one approximating the original intent.

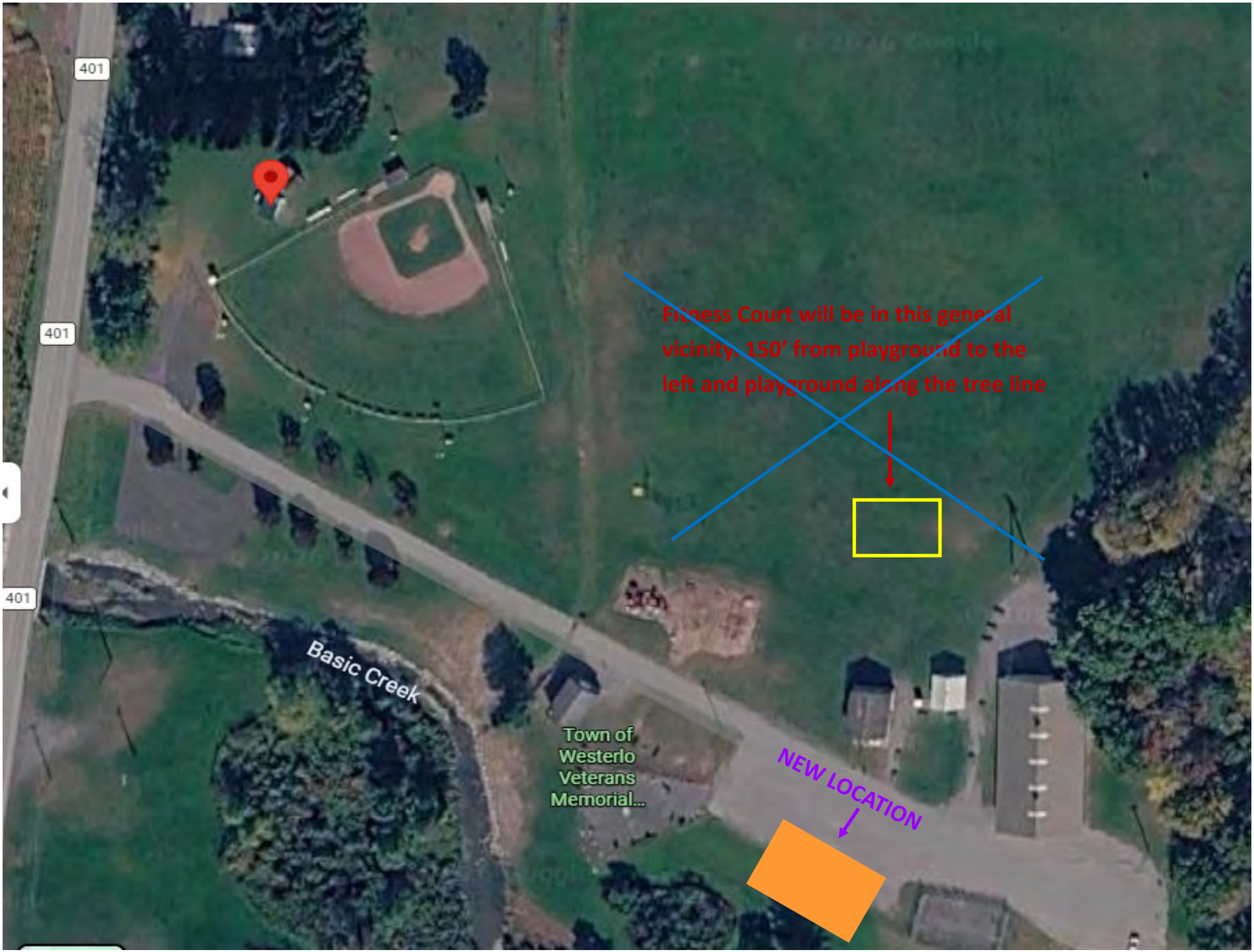
17. **No Third-Party Beneficiaries**

- Nothing in this Agreement confers any rights or remedies on persons or entities not a party hereto, except where expressly stated (e.g., indemnitees).

18. **Survival**

- All provisions relating to payment, warranties, indemnities, limitations of liability, dispute resolution, confidentiality (if any), and any other clauses intended by their nature to survive shall remain valid after termination or expiration of this Agreement.

19. **Execution and Acceptance** Customer may accept this Agreement by signing the accompanying proposal or by issuing a written notice to proceed. Commencement of Work by Carver at Customer's request shall also constitute acceptance of these Terms & Conditions.


401
401
401
Fitness Court will be in this general vicinity. 150' from playground to the left and playground along the tree line
Basic Creek
Town of Westerlo Veterans Memorial...
NEW LOCATION

Contract #: 2026-0521

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works Maintenance of Roads and Bridges D5110

Date Submitted: 04/02/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Public Works Maintenance of Roads and Bridges D5110

Estimated Amount: 75000

Scope of Services: Crushed Stone 2026

Budget Line Item: D5110.44075

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

_____ _____

Budget Analyst Date

For Contract Board Use:

_____

Date Approved

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

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: **April 2, 2026**

Re: RFB#2026-026 Crushed Stone

The Public Works Department respectfully requests approval of awards for the 2026 Crushed Stone Bid (RFB #2026-026) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/26-4/30/27) and shall not exceed $75,000.00.

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

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

Please contact my office if further information is needed.

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: ***Pamela O'Neill, Purchasing Agent***

From: ***Scott Duncan, Deputy Commissioner***

Date: ***April 2, 2026***

RE: ***RFB #2026-026 Crushed Stone***

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

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

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan, Deputy Commissioner
DPW

FROM: Pamela O Neill
Purchasing Agent

DATE: April 02, 2025

RE: RFB#2026-026 Crushed Stone

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

As the vendors listed are the low responsive and responsible bidder, I concur with your recommendation.

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

DANIEL P. McCOY
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, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: ***Pamela O'Neill, Purchasing Agent***

From: ***Scott Duncan, Deputy Commissioner***

Date: ***April 2, 2026***

RE: ***RFB #2026-026 Crushed Stone***

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

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

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212									
	Callanan	**Cobleskill Stone Products**	**Warren Fane**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Troy Sand & Gravel**	**William Larned**		
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne		
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**		
Screenings	$ 10.20								
1A	$ 22.50								
1A Washed	$ 23.50								
1B	$ 10.20								
1B Washed	$ 11.60								
1						$ 17.25			
1 ST				$ 22.20					
1 ST Washed					$ 15.00				
1 & 2 Mixed						$ 17.25			
2	$ 14.00								
3A	$ 14.00								
3	$ 14.00								
5 (Railroad Ballast)	$ 16.00								
Stone Fill Light				$ 16.65					
Stone Fill Medium				$ 20.25					
Stone Fill Heavy				$ 24.55					
Gabion Stone				$ 16.65					
Crusher Run w/Stone Dusk for Compaction						$ 13.00			
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45							
Stone Dust	$ 10.20								
Yellow Sand (Sandy Lone or Sticky Sand)			$ 20.00						
Stone Fill Extra Heavy/**Delivered**				$ 43.73					
Item#4 Gravel/**Delivered**							$ 20.50		
Screenings Snow & Ice Control/**Delivered**	$ 21.20						$ 22.00		
1B Washed Snow & Ice Control/**Delivered**	$ 22.60								
Additional delivery price per ton for any item that is priced for Pick Up	11.00 Med & Heavy Stone Hourly		$ 10.00	$ 11.58			10/ 17.50 med heavy		

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186

	Callanan	Cobleskill Stone Products	Peter K. Frueh Inc	Heidelberg Material	William Larned
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings					$ 9.65
1A	$ 22.50				
1A Washed	$ 23.50				
1B	$ 10.20				
1B Washed	$ 11.60				
1	$ 15.00				
1 ST			$ 22.20		
1 ST Washed				$ 15.00	
1 & 2 Mixed					$ 14.00
2					$ 13.00
3A					$ 13.00
3					$ 13.00
5 (Railroad Ballast)	$ 16.00				
Stone Fill Light			$ 16.65		
Stone Fill Medium			$ 20.25		
Stone Fill Heavy					$ 22.00
Gabion Stone			$ 16.65		
Crusher Run w/Stone Dusk for Compaction					$ 9.65
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45			
Stone Dust	$ 10.20				
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/Delivered			$ 39.46		
Item#4 Gravel/Delivered					$ 20.50
Screenings Snow & Ice Control/Delivered	$ 18.20				
1B Washed Snow & Ice Control/Delivered	$ 19.60				
Additional delivery price per ton for any item that is priced for Pick Up	8.00 Med & Heavy Stone Hourly		$ 7.68		8.50/ 17.50 med heavy

Albany County Coeymans 145 CR 111, Alcove NY 12007

	Callanan	Cobleskill Stone Products	Peter K. Frueh Inc	Heidelberg Material	William Larned
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings	$ 10.20				
1A	$ 22.50				
1A Washed	$ 23.50				
1B	$ 10.20				
1B Washed	$ 11.60				
1	$ 15.00				
1 ST			$ 22.20		
1 ST Washed				$ 15.00	
1 & 2 Mixed	$ 15.00				
2	$ 14.00				
3A	$ 14.00				
3	$ 14.00				
5 (Railroad Ballast)	$ 16.00				
Stone Fill Light	$ 16.50				
Stone Fill Medium	$ 20.50				
Stone Fill Heavy	$ 24.00				
Gabion Stone	$ 16.50				
Crusher Run w/Stone Dusk for Compaction	$ 11.45				
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45			
Stone Dust	$ 10.20				
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/Delivered			$ 38.70		
Item#4 Gravel/Delivered					$ 20.50
Screenings Snow & Ice Control/Delivered	$ 16.20				
1B Washed Snow & Ice Control/Delivered	$ 17.60				
Additional delivery price per ton for any item that is priced for Pick Up	6.00 Med & Heavy Stone Hourly		$ 6.92		9.50/ 17.50 med heavy

Albany County Westerlo 19 CR 410 Westerlo NY 12193				
	Callanan	**Cobleskill Stone Products**	**Peter K. Frueh Inc**	**William Larned**
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings	$ 10.20			
1A	$ 22.50			
1A Washed	$ 23.50			
1B	$ 10.20			
1B Washed	$ 11.60			
1	$ 15.00			
1 ST		$ 14.65		
1 ST Washed		$ 14.65		
1 & 2 Mixed				$ 14.00
2				$ 13.00
3A				$ 13.00
3				$ 13.00
5 (Railroad Ballast)	$ 16.00			
Stone Fill Light			$ 16.65	
Stone Fill Medium			$ 20.25	
Stone Fill Heavy				$ 22.00
Gabion Stone			$ 16.65	
Crusher Run w/Stone Dusk for Compaction				$ 9.65
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45		
Stone Dust	$ 10.20			
Yellow Sand (Sandy Lone or Sticky Sand)				$ 20.00
Stone Fill Extra Heavy/Delivered			$ 39.83	
Item#4 Gravel/Delivered				$ 20.50
Screenings Snow & Ice Control/Delivered	$ 17.20			
1B Washed Snow & Ice Control/Delivered	$ 18.60			
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone Hourly		$ 7.97	8.50/ 17.50 med heavy

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059

	Callanan	Cobleskill Stone Products	Peter K. Frueh Inc	William Larned
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings				$ 9.65
1A		$ 20.25		
1A Washed		$ 20.25		
1B	$ 10.20			
1B Washed	$ 11.60			
1	$ 15.00			
1 ST		$ 14.65		
1 ST Washed		$ 14.65		
1 & 2 Mixed				$ 14.00
2				$ 13.00
3A				$ 13.00
3				$ 13.00
5 (Railroad Ballast)		$ 14.65		
Stone Fill Light			$ 16.65	
Stone Fill Medium				$ 21.00
Stone Fill Heavy				$ 22.00
Gabion Stone			$ 16.65	
Crusher Run w/Stone Dusk for Compaction				$ 9.65
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45		
Stone Dust		$ 10.45		
Yellow Sand (Sandy Lone or Sticky Sand)				$ 20.00
Stone Fill Extra Heavy/Delivered			$ 40.59	
Item#4 Gravel/Delivered				$ 20.50
Screenings Snow & Ice Control/Delivered	$ 18.20			
1B Washed Snow & Ice Control/Delivered	$ 19.60			
Additional delivery price per ton for any item that is priced for Pick Up	8.00 Med & Heavy Stone Hourly		$ 8.67	8/ 17.50 med heavy

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107

	Callanan	Cobleskill Stone Products	Peter K. Frueh Inc	Heidelberg Material	William Larned
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings					$ 9.65
1A		$ 20.25			
1A Washed		$ 20.25			
1B		$ 14.65			
1B Washed		$ 14.65			
1		$ 14.65			
1 ST		$ 14.65			
1 ST Washed		$ 14.65			
1 & 2 Mixed					$ 14.00
2					$ 13.00
3A					$ 13.00
3					$ 13.00
5 (Railroad Ballast)		$ 14.65			
Stone Fill Light		$ 18.35			
Stone Fill Medium		$ 20.25			
Stone Fill Heavy					$ 22.00
Gabion Stone		$ 18.35			
Crusher Run w/Stone Dusk for Compaction					$ 9.65
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45			
Stone Dust		$ 10.45			
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/Delivered			$ 42.85		
Item#4 Gravel/Delivered					
Screenings Snow & Ice Control/Delivered	$ 20.20				
1B Washed Snow & Ice Control/Delivered				$ 20.80	
Additional delivery price per ton for any item that is priced for Pick Up	10.00 Med & Heavy Stone Hourly		$ 10.77		8.00/ 17.50 med heavy

Albany County Rensselaerville 265 CR 357 Medusa NY 12120								
	Callanan	**Cobleskill Stone Products**	**Peter K. Frueh Inc**	**Heidelberg Material**	**William Larned**			
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	138 Cole Hill rd East Berne			
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**			
Screenings					$ 9.65			
1A				$ 20.25	$ -			
1A Washed				$ 20.25				
1B	$ 10.20							
1B Washed	$ 11.60							
1	$ 15.00				$ -			
1 5T				$ 15.00				
1 5T Washed				$ 15.00				
1 & 2 Mixed					$ 14.00			
2					$ 13.00			
3A					$ 13.00			
3					$ 13.00			
5 (Railroad Ballast)	$ 16.00							
Stone Fill Light			$ 16.65					
Stone Fill Medium					$ 21.00			
Stone Fill Heavy					$ 22.00			
Gabion Stone			$ 16.65					
Crusher Run w/Stone Dusk for Compaction					$ 9.65			
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45						
Stone Dust	$ 10.20							
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00			
Stone Fill Extra Heavy/**Delivered**								
Item#4 Gravel/**Delivered**								
Screenings Snow & Ice Control/**Delivered**	$ 18.20							
1B Washed Snow & Ice Control/**Delivered**								
Additional delivery price per ton for any item that is priced for Pick Up	8.00 Med & Heavy Stone Hourly		$ 9.40		8.50/ 17.50 med heavy			

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159				
	Callanan	**Cobleskill Stone Products**	**Peter K. Frueh Inc**	**William Larned**
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings	$ 10.20			
1A	$ 22.50			
1A Washed	$ 23.50			
1B	$ 10.20			
1B Washed	$ 11.60			
1	$ 15.00			
1 ST		$ 14.65		
1 ST Washed		$ 14.65		
1 & 2 Mixed	$ 15.00			
2	$ 14.00			
3A	$ 14.00			
3	$ 14.00			
5 (Railroad Ballast)	$ 16.00			
Stone Fill Light	$ 16.50			
Stone Fill Medium	$ 20.50			
Stone Fill Heavy				$ 22.00
Gabion Stone	$ 16.50			
Crusher Run w/Stone Dusk for Compaction	$ 11.45			
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45		
Stone Dust	$ 10.20			
Yellow Sand (Sandy Lone or Sticky Sand)				$ 20.00
Stone Fill Extra Heavy/**Delivered**			$ 37.61	
Item#4 Gravel/**Delivered**				$ 20.50
Screenings Snow & Ice Control/**Delivered**	$ 17.20			
1B Washed Snow & Ice Control/**Delivered**	$ 18.60			
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone Hourly		$ 5.91	8.5/ 17.50 med heavy

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085

	Callanan	Cobleskill Stone Products	Peter K. Frueh Inc	William Larned
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings				$ 9.65
1A		$ 20.25		
1A Washed		$ 20.25		
1B	$ 10.20			
1B Washed	$ 11.60			
1	$ 15.00			
1 ST		$ 14.65		
1 ST Washed		$ 14.65		
1 & 2 Mixed				$ 14.00
2				$ 13.00
3A				$ 13.00
3				$ 13.00
5 (Railroad Ballast)		$ 14.65		
Stone Fill Light			$ 16.65	
Stone Fill Medium			$ 20.25	
Stone Fill Heavy			$ 24.55	
Gabion Stone			$ 16.65	
Crusher Run w/Stone Dusk for Compaction				$ 9.65
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45		
Stone Dust	$ 10.20			
Yellow Sand (Sandy Lone or Sticky Sand)				$ 20.00
Stone Fill Extra Heavy/**Delivered**			$ 37.86	
Item#4 Gravel/**Delivered**				$ 20.50
Screenings Snow & Ice Control/**Delivered**	$ 19.20			
1B Washed Snow & Ice Control/**Delivered**	$ 20.60			
Additional delivery price per ton for any item that is priced for Pick Up	9.00 Med & Heavy Stone Hourly		$ 6.14	8.50/ 17.50 med heavy

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046

	Callanan	Cobleskill Stone Products	Peter K. Frueh Inc	William Larned
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings	$ 10.20			
1A	$ 22.50			
1A Washed	$ 23.50			
1B	$ 10.20			
1B Washed	$ 11.60			
1	$ 15.00			
1 5T			$ 22.20	
1 5T Washed		$ 14.65		
1 & 2 Mixed	$ 15.00			
2	$ 14.00			
3A	$ 14.00			
3	$ 14.00			
5 (Railroad Ballast)	$ 16.00			
Stone Fill Light	$ 16.50			
Stone Fill Medium	$ 20.50			
Stone Fill Heavy	$ 24.00			
Gabion Stone	$ 16.50			
Crusher Run w/Stone Dusk for Compa	$ 11.45			
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45		
Stone Dust	$ 10.20			
Yellow Sand (Sandy Lone or Sticky Sand)				$ 20.00
Stone Fill Extra Heavy/**Delivered**			$ 37.86	
Item#4 Gravel/**Delivered**				$ 20.50
Screenings Snow & Ice Control/**Delive**	$ 15.20			
1B Washed Snow & Ice Control/**Deliv**	$ 16.60			
Additional delivery price per ton for any item that is priced for Pick Up	5.00 Med & Heavy Stone Hourly		$ 6.14	10.25/ 17.50 med heavy

Town of Westerlo 671 CR401 Westerlo NY 12193			
	Callanan	**Cobleskill Stone Products**	**William Larned**
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings			$ 9.65
1A	$ 22.50		
1A Washed	$ 23.50		
1B	$ 10.20		
1B Washed	$ 11.60		
1	$ 15.00		
1 ST		$ 14.65	
1 ST Washed		$ 14.65	
1 & 2 Mixed			$ 14.00
2			$ 13.00
3A			$ 13.00
3			$ 13.00
5 (Railroad Ballast)	$ 16.00		
Stone Fill Light	$ 16.50		
Stone Fill Medium			$ 21.00
Stone Fill Heavy			$ 22.00
Gabion Stone			
Crusher Run w/Stone Dusk for Compaction			$ 9.65
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45	
Stone Dust	$ 10.20		
Yellow Sand (Sandy Lone or Sticky Sand)			$ 20.00
Stone Fill Extra Heavy/**Delivered**			
Item#4 Gravel/**Delivered**			
Screenings Snow & Ice Control/**Delivered**			$ 22.00
1B Washed Snow & Ice Control/**Delivered**			
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone Hourly		7.50/ 17.50 med heavy

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023									
	Callanan	**Cobleskill Stone Products**	**Peter K. Frueh Inc**	**Heidelberg Material**	**William Larned**				
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	138 Cole Hill rd East Berne				
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**				
Screenings					$ 9.65				
1A		$ 20.25			$ -				
1A Washed		$ 20.25							
1B		$ 14.65							
1B Washed		$ 14.65							
1		$ 14.65			$ -				
1 ST		$ 14.65							
1 ST Washed		$ 14.65							
1 & 2 Mixed					$ 14.00				
2					$ 13.00				
3A					$ 13.00				
3					$ 13.00				
5 (Railroad Ballast)		$ 14.65							
Stone Fill Light		$ 18.35							
Stone Fill Medium					$ 21.00				
Stone Fill Heavy					$ 22.00				
Gabion Stone		$ 18.35							
Crusher Run w/Stone Dusk for Compaction					$ 9.65				
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45							
Stone Dust		$ 10.45							
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00				
Stone Fill Extra Heavy/**Delivered**			$ 41.76						
Item#4 Gravel/**Delivered**					$ 20.50				
Screenings Snow & Ice Control/**Delivered**	$ 19.20								
1B Washed Snow & Ice Control/**Delivered**				$ 19.80					
Additional delivery price per ton for any item that is priced for Pick Up	9.00 Med & Heavy Stone Hourly		$ 9.75		7.50/ 17.50 med heavy				

Town of Knox 1411 Township Road SR 146 Knox NY 12107

	Callanan	Cobleskill Stone Products	Peter K. Frueh Inc	Heidelberg Material	William Larned
Pick up Location	95 CR-101 Selkirk	Rt 30 Schoharie	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**	**Price Per Ton**
Screenings					$ 9.65
1A		$ 20.25			
1A Washed		$ 20.25			
1B		$ 14.65			
1B Washed		$ 14.65			
1		$ 14.65			
1 ST		$ 14.65			
1 ST Washed		$ 14.65			
1 & 2 Mixed					$ 14.00
2					$ 13.00
3A					$ 13.00
3					$ 13.00
5 (Railroad Ballast)		$ 14.65			
Stone Fill Light		$ 18.35			
Stone Fill Medium		$ 20.25			
Stone Fill Heavy					$ 22.00
Gabion Stone		$ 18.35			
Crusher Run w/Stone Dusk for Compaction					$ 9.65
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		$ 19.45			
Stone Dust		$ 10.45			
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/Delivered			$ 42.84		
Item#4 Gravel/Delivered					$ 20.50
Screenings Snow & Ice Control/Delivered	$ 20.20				
1B Washed Snow & Ice Control/Delivered				$ 20.80	
Additional delivery price per ton for any item that is priced for Pick Up	10.00 Med & Heavy Stone Hourly		$ 10.76		7.50/ 17.50 med heavy

City of Albany Rapp Road Landfill Albany NY 12205

	Callanan	Callanan	Warren Fane	Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake
Item	**Price Per Ton**	**Delivered**	**Price Per Ton**	**Delivered**	**Price Per Ton**	**Delivered**	**Price Per Ton**	**Delivered**	**Price Per Ton**
Screenings	$ 10.20	$ 19.20							
1A	$ 22.50	$ 31.50							
1A Washed	$ 23.50							$ 32.20	
1B	$ 10.20	$ 19.20							
1B Washed	$ 11.60	$ 20.60							
1	$ 15.00	$ 24.00							
1 ST					$ 22.20			$ 26.95	
1 ST Washed							$ 15.00	$ 26.60	
1 & 2 Mixed	$ 15.00	$ 24.00							
2	$ 14.00	$ 23.00							
3A	$ 14.00	$ 23.00							
3	$ 14.00	$ 23.00							
5 (Railroad Ballast)	$ 16.00	$ 25.00							
Stone Fill Light		$ 25.50			$ 16.25				
Stone Fill Medium		$ -			$ 20.25	$ 29.92			
Stone Fill Heavy		$ -			$ 24.55	$ 34.22			
Gabion Stone		$ 25.50			$ 16.65				
Crusher Run w/Stone DusT for Compaction 3/4"		$ 20.45							$ 13.00
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone							$ 22.00	$ 33.95	
Stone Dust	$ 10.20	$ 19.20							
Yellow Sand (Sandy Lone or Sticky Sand)			$ 20.00	$ 29.00					
Rip Rap							$ 25.00	$ 38.50	
Stone Fill Extra Heavy/**Delivered**						$ 41.57			
Item#4 Gravel/**Delivered**				$ 22.50					
Screenings Snow & Ice Control/**Delivered**		$ 19.20							
1B Washed Snow & Ice Control/**Delivered**		$ 20.60							
Additional delivery price per ton for any item that is priced for Pick Up	9.00 Med & Heavy Stc	9.00 Med & Heavy Stc	$ 9.00	$ 9.00	9.67	$ 9.67			

City of Albany 1 Conners Blvd, Albany Ny 12204									
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Warren Fane**	**Warren Fane**	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**William Larned**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	138 Cole Hill rd East Berne
Item	**Price Per Ton**	**Delivered**	**Price Per Ton**	**Price Per Ton**	**Delivered**	**Price Per Ton**	**Delivered**	**Delivered**	**Delivered**
Screenings	$ 10.20	$ 17.20							
1A	$ 22.50	$ 29.50							
1A Washed	$ 23.50	$ 30.50							
1B	$ 10.20	$ 17.20							
1B Washed	$ 11.60	$ 18.60							
1	$ 15.00	$ 22.00							
1 ST						$ 22.20		$ 28.25	
1 ST Washed			$ 14.65					$ 27.90	
1 & 2 Mixed	$ 15.00	$ 22.00							
2	$ 14.00	$ 21.00							
3A	$ 14.00	$ 21.00							
3	$ 14.00	$ 21.00							
5 (Railroad Ballast)	$ 16.00	$ 23.00							
Stone Fill Light		$ 23.50				$ 16.25			
Stone Fill Medium		$ -				$ 20.25		$ 35.25	
Stone Fill Heavy		$ -				$ 24.55		$ 37.50	
Gabion Stone		$ 23.50				$ 16.65			
Crusher Run w/Stone Dusk for Compaction 3/4"	$ 11.45	$ 18.45							
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45					$ 35.25	
Stone Dust	$ 10.20	$ 17.20							
Yellow Sand (Sandy Lone or Sticky Sand)				$ 20.00	$ 29.00				
Rip Rap			$ 22.60					$ 40.50	
Stone Fill Extra Heavy/**Delivered**							$ 41.67		
Item#4 Gravel/**Delivered**									$ 20.50
Screenings Snow & Ice Control/**Delivered**		$ 17.20							
1B Washed Snow & Ice Control/**Delivered**		$ 18.60						$ 28.25	
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Sto	7.00 Med & Heavy Stone Hourly			$ 9.00				

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212						
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
Screenings	$ 10.20	$ 23.43	$ 10.45	$ 34.81		
1A	$ 22.50	$ 35.73	$ 20.25	$ 44.61		
1A Washed	$ 23.50	$ 36.73	$ 20.25	$ 44.61		
1B	$ 10.20	$ 23.43	$ 14.65	$ 39.01		
1B Washed	$ 11.60	$ 24.83	$ 14.65	$ 39.01		
1	$ 15.00	$ 28.23	$ 14.65	$ 39.01		
1 ST			$ 14.65	$ 39.01		
1 ST Washed			$ 14.65	$ 39.01		
1 & 2 Mixed	$ 15.00	$ 28.23	$ 14.65	$ 39.01		
2	$ 14.00	$ 27.23	$ 14.65	$ 39.01		
3A	$ 14.00	$ 27.23	$ 14.65	$ 39.01		
3	$ 14.00	$ 27.23	$ 14.65	$ 39.01		
5 (Railroad Ballast)	$ 16.00	$ 29.23	$ 14.65	$ 39.01		
Stone Fill Light	$ 16.50	$ 29.73	$ 18.35	$ 42.71		
Stone Fill Medium	$ 20.50	$ 33.73	$ 20.25	$ 44.61		
Stone Fill Heavy	$ 24.00	$ 37.23	$ 22.60	$ 46.96		
Gabion Stone	$ 16.50	$ 29.73	$ 18.35	$ 42.71		
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 24.68	$ 10.45	$ 34.81		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 43.81		
Stone Dust	$ 10.20	$ 23.43	$ 10.45	$ 34.81		
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00	$ 27.10

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill	620 Main ave Wynantskill
Stone Fill Extra Heavy/**Delivered**		$ -				
Item#4 Gravel/**Delivered**		$ -			$ 23.50	
Screenings Snow & Ice Control/**Delivered**	$ 21.20	$ 21.20			$ 32.00	
1B Washed Snow & Ice Control/**Delivered**	$ 22.60	$ 22.60				
		$ -				
Additional delivery price per ton for any item that is priced for Pick Up	11.00 Med & Heavy Stone Hourly				$ 10.00	
	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane	Warren Fane
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill	620 Main ave Wynantskill
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	
	13.23		24.36		7.1	

Peter K. Frueh Inc	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**
153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne
Price Per Ton	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**
		$ 11.00	$ 33.56	$ 16.20	$ 26.73	$ 9.65	$ 27.09
		$ 20.25	$ 42.81	$ 25.25	$ 35.78	$ -	
		$ 20.25	$ 42.81				
		$ 15.00	$ 37.56				
		$ 15.00	$ 37.56				
		$ 15.00	$ 37.56	$ 17.25	$ 27.78	$ -	
$ 22.20	$ 33.03	$ 15.00	$ 37.56				
		$ 15.00	$ 37.56				
$ 18.30	$ 29.13	$ 14.60	$ 37.16	$ 17.25	$ 27.78	$ 14.00	$ 31.44
		$ 14.60	$ 37.16	$ 17.25	$ 27.78	$ 13.00	$ 30.44
$ 17.25	$ 28.08	$ 15.00	$ 37.56			$ 13.00	$ 30.44
$ 17.25	$ 28.08	$ 14.60	$ 37.16			$ 13.00	$ 30.44
		$ 17.60	$ 40.16				
$ 16.65	$ 27.48	$ 17.60	$ 40.16	$ 20.50	$ 31.03		
$ 20.25	$ 31.08	$ 19.75	$ 42.31	$ 40.00	$ 50.53	$ 21.00	$ 38.44
$ 24.55	$ 35.38	$ 22.00	$ 44.56	$ 42.00	$ 52.53	$ 22.00	$ 39.44
$ 16.65	$ 27.48	$ 17.60	$ 40.16				
$ 13.35	$ 24.18	$ 10.20	$ 32.76	$ 13.00	$ 23.53	$ 9.65	$ 27.09
		$ 22.00	$ 44.56				
		$ 11.00	$ 33.56	$ 16.20			
						$ 20.00	$ 37.44

Peter K. Frueh Inc	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**
153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne
$ 43.73		$ 50.00					
						$ 20.50	
						$ 22.00	
		$ 27.25					
$ 11.58						10/ 17.50 med heavy	
Peter K. Frueh Inc	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	

Peter K. Frueh Inc	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**
153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	
10.83		22.56		10.53		17.44	

age

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 19.10	$ 10.45	$ 29.10	
1A	$ 22.50	$ 31.40	$ 20.25	$ 38.90	
1A Washed	$ 23.50	$ 32.40	$ 20.25	$ 38.90	
1B	$ 10.20	$ 19.10	$ 14.65	$ 33.30	
1B Washed	$ 11.60	$ 20.50	$ 14.65	$ 33.30	
1	$ 15.00	$ 23.90	$ 14.65	$ 33.30	
1 ST			$ 14.65	$ 33.30	
1 ST Washed			$ 14.65	$ 33.30	
1 & 2 Mixed	$ 15.00	$ 23.90	$ 14.65	$ 33.30	
2	$ 14.00	$ 22.90	$ 14.65	$ 33.30	
3A	$ 14.00	$ 22.90	$ 14.65	$ 33.30	
3	$ 14.00	$ 22.90	$ 14.65	$ 33.30	
5 (Railroad Ballast)	$ 16.00	$ 24.90	$ 14.65	$ 33.30	
Stone Fill Light	$ 16.50	$ 25.40	$ 18.35	$ 37.00	
Stone Fill Medium	$ 20.50	$ 29.40	$ 20.25	$ 38.90	
Stone Fill Heavy	$ 24.00	$ 32.90	$ 22.60	$ 41.25	
Gabion Stone	$ 16.50	$ 25.40	$ 18.35	$ 37.00	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 20.35	$ 10.45	$ 29.10	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 38.10	
Stone Dust	$ 10.20	$ 19.10	$ 10.45	$ 29.10	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/Delivered					
Item#4 Gravel/Delivered					$ 25.50
Screenings Snow & Ice Control/Delivered	$ 18.20				$ 34.00
1B Washed Snow & Ice Control/Delivered	$ 19.60				
Additional delivery price per ton for any item that is priced for Pick Up	8.00 Med & Heavy Stone Hourly				$ 12.00
	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Mileage cost	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56
	$ 8.90		18.65		14.56

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
			$ 11.00	$ 27.84	$ 16.20	$ 30.82	$ 9.65
			$ 20.25	$ 37.09	$ 25.25	$ 39.87	$ -
			$ 20.25	$ 37.09			
			$ 15.00	$ 31.84			
			$ 15.00	$ 31.84			
			$ 15.00	$ 31.84	$ 17.25	$ 31.87	$ -
	$ 22.20	$ 28.52	$ 15.00	$ 31.84			
			$ 15.00	$ 31.84			
	$ 18.30	$ 24.62	$ 14.60	$ 31.44	$ 17.25	$ 31.87	$ 14.00
			$ 14.60	$ 31.44	$ 17.25	$ 31.87	$ 13.00
	$ 17.25	$ 23.57	$ 15.00	$ 31.84			$ 13.00
	$ 17.25	$ 23.57	$ 14.60	$ 31.44			$ 13.00
			$ 17.60	$ 34.44			
	$ 16.65	$ 22.97	$ 17.60	$ 34.44	$ 20.50	$ 35.12	
	$ 20.25	$ 26.57	$ 19.75	$ 36.59	$ 40.00	$ 54.62	$ 21.00
	$ 24.55	$ 30.87	$ 22.00	$ 38.84	$ 42.00	$ 56.62	$ 22.00
	$ 16.65	$ 22.97	$ 17.60	$ 34.44			
	$ 13.35	$ 19.67	$ 10.20	$ 27.04	$ 13.00	$ 27.62	$ 9.65
			$ 22.00	$ 38.84			
			$ 11.00	$ 27.84	$ 16.20	$ 30.82	
$ 34.56							$ 20.00

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel	William Larned
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne
	$ 39.46		$ 50.00				
							$ 20.50
							$ 22.00
			$ 24.15				
	$ 7.68						8.50/ 17.50 med heavy
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel	William Larned
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
	6.32		16.84		14.62		8
							8

William Larned	
138 Cole Hill rd East Berne	
Price Per Ton W/ Mileage	
$ 17.65	
$ 22.00	
$ 21.00	
$ 21.00	
$ 21.00	
$ 29.00	
$ 30.00	
$ 17.65	
$ 28.00	

William Larned	
138 Cole Hill rd East Berne	
William Larned	

Albany County Coeymans 145 CR 111, Alcove NY 12007					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
Screenings	$ 10.20	$ 14.29	$ 10.45	$ 36.01	
1A	$ 22.50	$ 26.59	$ 20.25	$ 45.81	
1A Washed	$ 23.50	$ 27.59	$ 20.25	$ 45.81	
1B	$ 10.20	$ 14.29	$ 14.65	$ 40.21	
1B Washed	$ 11.60	$ 15.69	$ 14.65	$ 40.21	
1	$ 15.00	$ 19.09	$ 14.65	$ 40.21	
1 ST			$ 14.65	$ 40.21	
1 ST Washed			$ 14.65	$ 40.21	
1 & 2 Mixed	$ 15.00	$ 19.09	$ 14.65	$ 40.21	
2	$ 14.00	$ 18.09	$ 14.65	$ 40.21	
3A	$ 14.00	$ 18.09	$ 14.65	$ 40.21	
3	$ 14.00	$ 18.09	$ 14.65	$ 40.21	
5 (Railroad Ballast)	$ 16.00	$ 20.09	$ 14.65	$ 40.21	
Stone Fill Light	$ 16.50	$ 20.59	$ 18.35	$ 43.91	
Stone Fill Medium	$ 20.50	$ 24.59	$ 20.25	$ 45.81	
Stone Fill Heavy	$ 24.00	$ 28.09	$ 22.60	$ 48.16	
Gabion Stone	$ 16.50	$ 20.59	$ 18.35	$ 43.91	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 15.54	$ 10.45	$ 36.01	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 45.01	
Stone Dust	$ 10.20	$ 14.29	$ 10.45	$ 36.01	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/Delivered					
Item#4 Gravel/Delivered					$ 25.50
Screenings Snow & Ice Control/Delivered	$ 16.20				$ 34.00
1B Washed Snow & Ice Control/Delivered	$ 17.60				
Additional delivery price per ton for any item that is priced for Pick Up	6.00 Med & Heavy Stone Hourly				$ 12.00
	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62
	$ 4.09		25.56		17.62

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 35.06	$ 16.20	$ 34.24
			$ 20.25	$ 44.31	$ 25.25	$ 43.29
			$ 20.25	$ 44.31		
			$ 15.00	$ 39.06		
			$ 15.00	$ 39.06		
			$ 15.00	$ 39.06	$ 17.25	$ 35.29
	$ 22.20	$ 28.52	$ 15.00	$ 39.06		
			$ 15.00	$ 39.06		
	$ 18.30	$ 24.62	$ 14.60	$ 38.66	$ 17.25	$ 35.29
			$ 14.60	$ 38.66	$ 17.25	$ 35.29
	$ 17.25	$ 23.57	$ 15.00	$ 39.06		
	$ 17.25	$ 23.57	$ 14.60	$ 38.66		
			$ 17.60	$ 41.66		
	$ 16.65	$ 22.97	$ 17.60	$ 41.66	$ 20.50	$ 38.54
	$ 20.25	$ 26.57	$ 19.75	$ 43.81	$ 40.00	$ 58.04
	$ 24.55	$ 30.87	$ 22.00	$ 46.06	$ 42.00	$ 60.04
	$ 16.65	$ 22.97	$ 17.60	$ 41.66		
	$ 13.35	$ 19.67	$ 10.20	$ 34.26	$ 13.00	$ 31.04
			$ 22.00	$ 46.06		
			$ 11.00	$ 35.06	$ 16.20	$ 34.24
$ 37.62						

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	$ 38.70		$ 50.00			
			$ 26.70			
	$ 6.92					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	
	6.32		24.06		18.04	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 20.30	
$ -		
$ -		
$ 14.00	$ 24.65	
$ 13.00	$ 23.65	
$ 13.00	$ 23.65	
$ 13.00	$ 23.65	
$ 21.00	$ 31.65	
$ 22.00	$ 32.65	
$ 9.65	$ 20.30	
$ 20.00	$ 30.65	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.50		
$ 22.00		
9.50/ 17.50 med heavy		
William Larned	**William Larned**	
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		
10.65		

Albany County Westerlo 19 CR 410 Westerlo NY 12193					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 19.22	$ 10.45	$ 24.28	
1A	$ 22.50	$ 31.52	$ 20.25	$ 34.08	
1A Washed	$ 23.50	$ 32.52	$ 20.25	$ 34.08	
1B	$ 10.20	$ 19.22	$ 14.65	$ 28.48	
1B Washed	$ 11.60	$ 20.62	$ 14.65	$ 28.48	
1	$ 15.00	$ 24.02	$ 14.65	$ 28.48	
1 ST			$ 14.65	$ 28.48	
1 ST Washed			$ 14.65	$ 28.48	
1 & 2 Mixed	$ 15.00	$ 24.02	$ 14.65	$ 28.48	
2	$ 14.00	$ 23.02	$ 14.65	$ 28.48	
3A	$ 14.00	$ 23.02	$ 14.65	$ 28.48	
3	$ 14.00	$ 23.02	$ 14.65	$ 28.48	
5 (Railroad Ballast)	$ 16.00	$ 25.02	$ 14.65	$ 28.48	
Stone Fill Light	$ 16.50	$ 25.52	$ 18.35	$ 32.18	
Stone Fill Medium	$ 20.50	$ 29.52	$ 20.25	$ 34.08	
Stone Fill Heavy	$ 24.00	$ 33.02	$ 22.60	$ 36.43	
Gabion Stone	$ 16.50	$ 25.52	$ 18.35	$ 32.18	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 20.47	$ 10.45	$ 24.28	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 33.28	
Stone Dust	$ 10.20	$ 19.22	$ 10.45	$ 24.28	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/Delivered					
Item#4 Gravel/Delivered					$ 27.50
Screenings Snow & Ice Control/Delivered	$ 17.20				$ 36.00
1B Washed Snow & Ice Control/Delivered	$ 18.60				
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone Hourly				$ 14.00
	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25
	$ 9.02		13.83		19.25

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 26.34	$ 16.20	$ 35.24
			$ 20.25	$ 35.59	$ 25.25	$ 44.29
			$ 20.25	$ 35.59		
			$ 15.00	$ 30.34		
			$ 15.00	$ 30.34		
			$ 15.00	$ 30.34	$ 17.25	$ 36.29
	$ 22.20	$ 30.62	$ 15.00	$ 30.34		
			$ 15.00	$ 30.34		
	$ 18.30	$ 26.72	$ 14.60	$ 29.94	$ 17.25	$ 36.29
			$ 14.60	$ 29.94	$ 17.25	$ 36.29
	$ 17.25	$ 25.67	$ 15.00	$ 30.34		
	$ 17.25	$ 25.67	$ 14.60	$ 29.94		
			$ 17.60	$ 32.94		
	$ 16.65	$ 25.07	$ 17.60	$ 32.94	$ 20.50	$ 39.54
	$ 20.25	$ 28.67	$ 19.75	$ 35.09	$ 40.00	$ 59.04
	$ 24.55	$ 32.97	$ 22.00	$ 37.34	$ 42.00	$ 61.04
	$ 16.65	$ 25.07	$ 17.60	$ 32.94		
	$ 13.35	$ 21.77	$ 10.20	$ 25.54	$ 13.00	$ 32.04
			$ 22.00	$ 37.34		
			$ 11.00	$ 26.34	$ 16.20	$ 35.24
$ 39.25						

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	$ 39.83		$ 50.00			
			$ 24.40			
	$ 7.97					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	
	8.42		15.34		19.04	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 19.27	
$ -		
$ -		
$ 14.00	$ 23.62	
$ 13.00	$ 22.62	
$ 13.00	$ 22.62	
$ 13.00	$ 22.62	
$ 21.00	$ 30.62	
$ 22.00	$ 31.62	
$ 9.65	$ 19.27	
$ 20.00	$ 29.62	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.50		
$ 22.00		
8.50/ 17.50 med heavy		
William Larned	**William Larned**	
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		
9.62		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
9.62		
9.62		
9.62		
9.62		

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 20.79	$ 10.45	$ 19.77	
1A	$ 22.50	$ 33.09	$ 20.25	$ 29.57	
1A Washed	$ 23.50	$ 34.09	$ 20.25	$ 29.57	
1B	$ 10.20	$ 20.79	$ 14.65	$ 23.97	
1B Washed	$ 11.60	$ 22.19	$ 14.65	$ 23.97	
1	$ 15.00	$ 25.59	$ 14.65	$ 23.97	
1 ST			$ 14.65	$ 23.97	
1 ST Washed			$ 14.65	$ 23.97	
1 & 2 Mixed	$ 15.00	$ 25.59	$ 14.65	$ 23.97	
2	$ 14.00	$ 24.59	$ 14.65	$ 23.97	
3A	$ 14.00	$ 24.59	$ 14.65	$ 23.97	
3	$ 14.00	$ 24.59	$ 14.65	$ 23.97	
5 (Railroad Ballast)	$ 16.00	$ 26.59	$ 14.65	$ 23.97	
Stone Fill Light	$ 16.50	$ 27.09	$ 18.35	$ 27.67	
Stone Fill Medium	$ 20.50	$ 31.09	$ 20.25	$ 29.57	
Stone Fill Heavy	$ 24.00	$ 34.59	$ 22.60	$ 31.92	
Gabion Stone	$ 16.50	$ 27.09	$ 18.35	$ 27.67	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 22.04	$ 10.45	$ 19.77	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 28.77	
Stone Dust	$ 10.20	$ 20.79	$ 10.45	$ 19.77	

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/Delivered					
Item#4 Gravel/Delivered					$ 27.50
Screenings Snow & Ice Control/Delivered	$ 18.20				$ 36.00
1B Washed Snow & Ice Control/Delivered	$ 19.60				
Additional delivery price per ton for any item that is priced for Pick Up	8.00 Med & Heavy Stone Hourly				$ 14.00
	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97
	$ 10.59		9.32		19.97

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 21.83	$ 16.20	$ 36.23
			$ 20.25	$ 31.08	$ 25.25	$ 45.28
			$ 20.25	$ 31.08		
			$ 15.00	$ 25.83		
			$ 15.00	$ 25.83		
			$ 15.00	$ 25.83	$ 17.25	$ 37.28
	$ 22.20	$ 31.22	$ 15.00	$ 25.83		
			$ 15.00	$ 25.83		
	$ 18.30	$ 27.32	$ 14.60	$ 25.43	$ 17.25	$ 37.28
			$ 14.60	$ 25.43	$ 17.25	$ 37.28
	$ 17.25	$ 26.27	$ 15.00	$ 25.83		
	$ 17.25	$ 26.27	$ 14.60	$ 25.43		
			$ 17.60	$ 28.43		
	$ 16.65	$ 25.67	$ 17.60	$ 28.43	$ 20.50	$ 40.53
	$ 20.25	$ 29.27	$ 19.75	$ 30.58	$ 40.00	$ 60.03
	$ 24.55	$ 33.57	$ 22.00	$ 32.83	$ 42.00	$ 62.03
	$ 16.65	$ 25.67	$ 17.60	$ 28.43		
	$ 13.35	$ 22.37	$ 10.20	$ 21.03	$ 13.00	$ 33.03
			$ 22.00	$ 32.83		
			$ 11.00	$ 21.83	$ 16.20	$ 36.23

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
$ 39.97						
	$ 40.59		$ 50.00			
			$ 20.15			
	$ 8.67					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	
	9.02		10.83		20.03	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 11.82	
$ -		
$ -		
$ 14.00	$ 16.17	
$ 13.00	$ 15.17	
$ 13.00	$ 15.17	
$ 13.00	$ 15.17	
$ 21.00	$ 23.17	
$ 22.00	$ 24.17	
$ 9.65	$ 11.82	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.00	$ 22.17	
$ 20.50		
$ 22.00		
8/ 17.50 med heavy		
William Larned	**William Larned**	
2.17		
2.17		
2.17		
2.17		
2.17		
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2.17		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
2.17		
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2.17		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
2.17		
2.17		
2.17		
2.17		

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 23.73	$ 10.45	$ 18.09	
1A	$ 22.50	$ 36.03	$ 20.25	$ 27.89	
1A Washed	$ 23.50	$ 37.03	$ 20.25	$ 27.89	
1B	$ 10.20	$ 23.73	$ 14.65	$ 22.29	
1B Washed	$ 11.60	$ 25.13	$ 14.65	$ 22.29	
1	$ 15.00	$ 28.53	$ 14.65	$ 22.29	
1 ST			$ 14.65	$ 22.29	
1 ST Washed			$ 14.65	$ 22.29	
1 & 2 Mixed	$ 15.00	$ 28.53	$ 14.65	$ 22.29	
2	$ 14.00	$ 27.53	$ 14.65	$ 22.29	
3A	$ 14.00	$ 27.53	$ 14.65	$ 22.29	
3	$ 14.00	$ 27.53	$ 14.65	$ 22.29	
5 (Railroad Ballast)	$ 16.00	$ 29.53	$ 14.65	$ 22.29	
Stone Fill Light	$ 16.50	$ 30.03	$ 18.35	$ 25.99	
Stone Fill Medium	$ 20.50	$ 34.03	$ 20.25	$ 27.89	
Stone Fill Heavy	$ 24.00	$ 37.53	$ 22.60	$ 30.24	
Gabion Stone	$ 16.50	$ 30.03	$ 18.35	$ 25.99	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 24.98	$ 10.45	$ 18.09	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 27.09	
Stone Dust	$ 10.20	$ 23.73	$ 10.45	$ 18.09	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/Delivered					
Item#4 Gravel/Delivered					$ 27.50
Screenings Snow & Ice Control/Delivered	$ 20.20				$ 36.00
1B Washed Snow & Ice Control/Delivered	$ 21.60				
Additional delivery price per ton for any item that is priced for Pick Up	10.00 Med & Heavy Stone Hourly				$ 14.00
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32
	$ 13.53		7.64		17.32

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 20.02	$ 16.20	$ 33.10
			$ 20.25	$ 29.27	$ 25.25	$ 42.15
			$ 20.25	$ 29.27		
			$ 15.00	$ 24.02		
			$ 15.00	$ 24.02		
			$ 15.00	$ 24.02	$ 17.25	$ 34.15
	$ 22.20	$ 34.05	$ 15.00	$ 24.02		
			$ 15.00	$ 24.02		
	$ 18.30	$ 30.15	$ 14.60	$ 23.62	$ 17.25	$ 34.15
			$ 14.60	$ 23.62	$ 17.25	$ 34.15
	$ 17.25	$ 29.10	$ 15.00	$ 24.02		
	$ 17.25	$ 29.10	$ 14.60	$ 23.62		
			$ 17.60	$ 26.62		
	$ 16.65	$ 28.50	$ 17.60	$ 26.62	$ 20.50	$ 37.40
	$ 20.25	$ 32.10	$ 19.75	$ 28.77	$ 40.00	$ 56.90
	$ 24.55	$ 36.40	$ 22.00	$ 31.02	$ 42.00	$ 58.90
	$ 16.65	$ 28.50	$ 17.60	$ 26.62		
	$ 13.35	$ 25.20	$ 10.20	$ 19.22	$ 13.00	$ 29.90
			$ 22.00	$ 31.02		
			$ 11.00	$ 20.02	$ 16.20	
$ 37.32						

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	$ 42.85		$ 50.00			
			$ 20.80			
	$ 10.77					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	
	11.85		9.02		16.9	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 16.99	
$ -		
$ -		
$ 14.00	$ 21.34	
$ 13.00	$ 20.34	
$ 13.00	$ 20.34	
$ 13.00	$ 20.34	
$ 21.00	$ 28.34	
$ 22.00	$ 29.34	
$ 9.65	$ 16.99	
$ 20.00	$ 27.34	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.50		
$ 22.00		
8.00/ 17.50 med heavy		
William Larned	**William Larned**	
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		
7.34		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
7.34		
7.34		
7.34		
7.34		

Albany County Rensselaerville 265 CR 357 Medusa NY 12120					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 22.83	$ 10.45	$ 25.31	
1A	$ 22.50	$ 35.13	$ 20.25	$ 35.11	
1A Washed	$ 23.50	$ 36.13	$ 20.25	$ 35.11	
1B	$ 10.20	$ 22.83	$ 14.65	$ 29.51	
1B Washed	$ 11.60	$ 24.23	$ 14.65	$ 29.51	
1	$ 15.00	$ 27.63	$ 14.65	$ 29.51	
1 ST			$ 14.65	$ 29.51	
1 ST Washed			$ 14.65	$ 29.51	
1 & 2 Mixed	$ 15.00	$ 27.63	$ 14.65	$ 29.51	
2	$ 14.00	$ 26.63	$ 14.65	$ 29.51	
3A	$ 14.00	$ 26.63	$ 14.65	$ 29.51	
3	$ 14.00	$ 26.63	$ 14.65	$ 29.51	
5 (Railroad Ballast)	$ 16.00	$ 28.63	$ 14.65	$ 29.51	
Stone Fill Light	$ 16.50	$ 29.13	$ 18.35	$ 33.21	
Stone Fill Medium	$ 20.50	$ 33.13	$ 20.25	$ 35.11	
Stone Fill Heavy	$ 24.00	$ 36.63	$ 22.60	$ 37.46	
Gabion Stone	$ 16.50	$ 29.13	$ 18.35	$ 33.21	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 24.08	$ 10.45	$ 25.31	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 34.31	
Stone Dust	$ 10.20	$ 22.83	$ 10.45	$ 25.31	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel/**Delivered**					$ 27.50
Screenings Snow & Ice Control/**Delivered**	$ 18.20				$ 36.00
1B Washed Snow & Ice Control/**Delivered**	$ 19.60				
Additional delivery price per ton for any item that is priced for Pick Up	8.00 Med & Heavy Stone Hourly				$ 14.00
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13
	$ 12.63		14.86		22.13

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 24.23	$ 16.20	$ 39.96
			$ 20.25	$ 33.48	$ 25.25	$ 49.01
			$ 20.25	$ 33.48		
			$ 15.00	$ 28.23		
			$ 15.00	$ 28.23		
			$ 15.00	$ 28.23	$ 17.25	$ 41.01
	$ 22.20	$ 33.33	$ 15.00	$ 28.23		
			$ 15.00	$ 28.23		
	$ 18.30	$ 29.43	$ 14.60	$ 27.83	$ 17.25	$ 41.01
			$ 14.60	$ 27.83	$ 17.25	$ 41.01
	$ 17.25	$ 28.38	$ 15.00	$ 28.23		
	$ 17.25	$ 28.38	$ 14.60	$ 27.83		
			$ 17.60	$ 30.83		
	$ 16.65	$ 27.78	$ 17.60	$ 30.83	$ 20.50	$ 44.26
	$ 20.25	$ 31.38	$ 19.75	$ 32.98	$ 40.00	$ 63.76
	$ 24.55	$ 35.68	$ 22.00	$ 35.23	$ 42.00	$ 65.76
	$ 16.65	$ 27.78	$ 17.60	$ 30.83		
	$ 13.35	$ 24.48	$ 10.20	$ 23.43	$ 13.00	$ 36.76
			$ 22.00	$ 35.23		
			$ 11.00	$ 24.23	$ 16.20	$ 39.96
$ 42.13						

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	$ 41.38		$ 50.00			
			$ 23.35			
	$ 9.40					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	
	11.13		13.23		23.76	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 16.87	
$ -		
$ -		
$ 14.00	$ 21.22	
$ 13.00	$ 20.22	
$ 13.00	$ 20.22	
$ 13.00	$ 20.22	
$ 21.00	$ 28.22	
$ 22.00	$ 29.22	
$ 9.65	$ 16.87	
$ 20.00	$ 27.22	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.50		
$ 22.00		
8.50/ 17.50 med heavy		
William Larned	**William Larned**	
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		
7.22		

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 17.60	$ 10.45	$ 24.64	
1A	$ 22.50	$ 29.90	$ 20.25	$ 34.44	
1A Washed	$ 23.50	$ 30.90	$ 20.25	$ 34.44	
1B	$ 10.20	$ 17.60	$ 14.65	$ 28.84	
1B Washed	$ 11.60	$ 19.00	$ 14.65	$ 28.84	
1	$ 15.00	$ 22.40	$ 14.65	$ 28.84	
1 ST			$ 14.65	$ 28.84	
1 ST Washed			$ 14.65	$ 28.84	
1 & 2 Mixed	$ 15.00	$ 22.40	$ 14.65	$ 28.84	
2	$ 14.00	$ 21.40	$ 14.65	$ 28.84	
3A	$ 14.00	$ 21.40	$ 14.65	$ 28.84	
3	$ 14.00	$ 21.40	$ 14.65	$ 28.84	
5 (Railroad Ballast)	$ 16.00	$ 23.40	$ 14.65	$ 28.84	
Stone Fill Light	$ 16.50	$ 23.90	$ 18.35	$ 32.54	
Stone Fill Medium	$ 20.50	$ 27.90	$ 20.25	$ 34.44	
Stone Fill Heavy	$ 24.00	$ 31.40	$ 22.60	$ 36.79	
Gabion Stone	$ 16.50	$ 23.90	$ 18.35	$ 32.54	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 18.85	$ 10.45	$ 24.64	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 33.64	
Stone Dust	$ 10.20	$ 17.60	$ 10.45	$ 24.64	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel/**Delivered**					$ 24.50
Screenings Snow & Ice Control/**Delivered**	$ 17.20				$ 33.00
1B Washed Snow & Ice Control/**Delivered**	$ 18.60				
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone Hourly				$ 11.00
	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85
	$ 7.40		14.19		11.85

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 26.70	$ 16.20	$ 36.89
			$ 20.25	$ 35.95	$ 25.25	$ 45.94
			$ 20.25	$ 35.95		
			$ 15.00	$ 30.70		
			$ 15.00	$ 30.70		
			$ 15.00	$ 30.70	$ 17.25	$ 37.94
	$ 22.20	$ 29.90	$ 15.00	$ 30.70		
			$ 15.00	$ 30.70		
	$ 18.30	$ 26.00	$ 14.60	$ 30.30	$ 17.25	$ 37.94
			$ 14.60	$ 30.30	$ 17.25	$ 37.94
	$ 17.25	$ 24.95	$ 15.00	$ 30.70		
	$ 17.25	$ 24.95	$ 14.60	$ 30.30		
			$ 17.60	$ 33.30		
	$ 16.65	$ 24.35	$ 17.60	$ 33.30	$ 20.50	$ 41.19
	$ 20.25	$ 27.95	$ 19.75	$ 35.45	$ 40.00	$ 60.69
	$ 24.55	$ 32.25	$ 22.00	$ 37.70	$ 42.00	$ 62.69
	$ 16.65	$ 24.35	$ 17.60	$ 33.30		
	$ 13.35	$ 21.05	$ 10.20	$ 25.90	$ 13.00	$ 33.69
			$ 22.00	$ 37.70		
			$ 11.00	$ 26.70	$ 16.20	$ 36.89
$ 31.85						

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	$ 37.61		$ 50.00			
			$ 25.15			
	$ 5.91					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	
	7.7		15.7		20.69	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 19.03	
$ -		
$ -		
$ 14.00	$ 23.38	
$ 13.00	$ 22.38	
$ 13.00	$ 22.38	
$ 13.00	$ 22.38	
$ 21.00	$ 30.38	
$ 22.00	$ 31.38	
$ 9.65	$ 19.03	
$ 20.00	$ 29.38	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.50		
$ 22.00		
8.5/ 17.50 med heavy		
William Larned	**William Larned**	
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
9.38		
9.38		
9.38		
9.38		
9.38		
9.38		

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 21.33	$ 10.45	$ 22.54	
1A	$ 22.50	$ 33.63	$ 20.25	$ 32.34	
1A Washed	$ 23.50	$ 34.63	$ 20.25	$ 32.34	
1B	$ 10.20	$ 21.33	$ 14.65	$ 26.74	
1B Washed	$ 11.60	$ 22.73	$ 14.65	$ 26.74	
1	$ 15.00	$ 26.13	$ 14.65	$ 26.74	
1 ST			$ 14.65	$ 26.74	
1 ST Washed			$ 14.65	$ 26.74	
1 & 2 Mixed	$ 15.00	$ 26.13	$ 14.65	$ 26.74	
2	$ 14.00	$ 25.13	$ 14.65	$ 26.74	
3A	$ 14.00	$ 25.13	$ 14.65	$ 26.74	
3	$ 14.00	$ 25.13	$ 14.65	$ 26.74	
5 (Railroad Ballast)	$ 16.00	$ 27.13	$ 14.65	$ 26.74	
Stone Fill Light	$ 16.50	$ 27.63	$ 18.35	$ 30.44	
Stone Fill Medium	$ 20.50	$ 31.63	$ 20.25	$ 32.34	
Stone Fill Heavy	$ 24.00	$ 35.13	$ 22.60	$ 34.69	
Gabion Stone	$ 16.50	$ 27.63	$ 18.35	$ 30.44	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 22.58	$ 10.45	$ 22.54	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 31.54	
Stone Dust	$ 10.20	$ 21.33	$ 10.45	$ 22.54	

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel**/Delivered**					$ 24.50
Screenings Snow & Ice Control/**Delivered**	$ 19.20				$ 33.00
1B Washed Snow & Ice Control/**Delivered**	$ 20.60				
Additional delivery price per ton for any item that is priced for Pick Up	9.00 Med & Heavy Stone Hourly				$ 11.00
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99
	$ 11.13		12.09		12.99

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 24.62	$ 16.20	$ 36.05
			$ 20.25	$ 33.87	$ 25.25	$ 45.10
			$ 20.25	$ 33.87		
			$ 15.00	$ 28.62		
			$ 15.00	$ 28.62		
			$ 15.00	$ 28.62	$ 17.25	$ 37.10
	$ 22.20	$ 30.44	$ 15.00	$ 28.62		
			$ 15.00	$ 28.62		
	$ 18.30	$ 26.54	$ 14.60	$ 28.22	$ 17.25	$ 37.10
			$ 14.60	$ 28.22	$ 17.25	$ 37.10
	$ 17.25	$ 25.49	$ 15.00	$ 28.62		
	$ 17.25	$ 25.49	$ 14.60	$ 28.22		
			$ 17.60	$ 31.22		
	$ 16.65	$ 24.89	$ 17.60	$ 31.22	$ 20.50	$ 40.35
	$ 20.25	$ 28.49	$ 19.75	$ 33.37	$ 40.00	$ 59.85
	$ 24.55	$ 32.79	$ 22.00	$ 35.62	$ 42.00	$ 61.85
	$ 16.65	$ 24.89	$ 17.60	$ 31.22		
	$ 13.35	$ 21.59	$ 10.20	$ 23.82	$ 13.00	$ 32.85
			$ 22.00	$ 35.62		
			$ 11.00	$ 24.62	$ 16.20	$ 36.05

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
$ 32.99						
	$ 37.86		$ 50.00			
			$ 23.75			
	$ 6.14					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	
	8.24		13.62		19.85	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 21.32	
$ -		
$ -		
$ 14.00	$ 25.67	
$ 13.00	$ 24.67	
$ 13.00	$ 24.67	
$ 13.00	$ 24.67	
$ 21.00	$ 32.67	
$ 22.00	$ 33.67	
$ 9.65	$ 21.32	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.00	$ 31.67	
$ 20.50		
$ 22.00		
8.50/ 17.50 med heavy		
William Larned	**William Larned**	
11.67		
11.67		
11.67		
11.67		
11.67		
11.67		
11.67		
11.67		
11.67		
11.67		
11.67		
11.67		
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11.67		
11.67		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
11.67		
11.67		
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Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**
Screenings	$ 10.20	$ 14.95	$ 10.45	$ 29.34	
1A	$ 22.50	$ 27.25	$ 20.25	$ 39.14	
1A Washed	$ 23.50	$ 28.25	$ 20.25	$ 39.14	
1B	$ 10.20	$ 14.95	$ 14.65	$ 33.54	
1B Washed	$ 11.60	$ 16.35	$ 14.65	$ 33.54	
1	$ 15.00	$ 19.75	$ 14.65	$ 33.54	
1 ST			$ 14.65	$ 33.54	
1 ST Washed			$ 14.65	$ 33.54	
1 & 2 Mixed	$ 15.00	$ 19.75	$ 14.65	$ 33.54	
2	$ 14.00	$ 18.75	$ 14.65	$ 33.54	
3A	$ 14.00	$ 18.75	$ 14.65	$ 33.54	
3	$ 14.00	$ 18.75	$ 14.65	$ 33.54	
5 (Railroad Ballast)	$ 16.00	$ 20.75	$ 14.65	$ 33.54	
Stone Fill Light	$ 16.50	$ 21.25	$ 18.35	$ 37.24	
Stone Fill Medium	$ 20.50	$ 25.25	$ 20.25	$ 39.14	
Stone Fill Heavy	$ 24.00	$ 28.75	$ 22.60	$ 41.49	
Gabion Stone	$ 16.50	$ 21.25	$ 18.35	$ 37.24	
Crusher Run w/Stone Dusk for Compac	$ 11.45	$ 16.20	$ 10.45	$ 29.34	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 38.34	
Stone Dust	$ 10.20	$ 14.95	$ 10.45	$ 29.34	

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel/**Delivered**					$ 27.50
Screenings Snow & Ice Control**/Delive**	$ 15.20				$ 36.00
1B Washed Snow & Ice Contro**l/Delive**	$ 16.60				
Additional delivery price per ton for any item that is priced for Pick Up	5.00 Med & Heavy Stone Hourly				$ 14.00
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84
	$ 4.75		$ 18.89		16.84

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Milea	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Milea**
			$ 11.00	$ 31.39	$ 16.20	$ 34.42
			$ 20.25	$ 40.64	$ 25.25	$ 43.47
			$ 20.25	$ 40.64		
			$ 15.00	$ 35.39		
			$ 15.00	$ 35.39		
			$ 15.00	$ 35.39	$ 17.25	$ 35.47
	$ 22.20	$ 27.61	$ 15.00	$ 35.39		
			$ 15.00	$ 35.39		
	$ 18.30	$ 23.71	$ 14.60	$ 34.99	$ 17.25	$ 35.47
			$ 14.60	$ 34.99	$ 17.25	$ 35.47
	$ 17.25	$ 22.66	$ 15.00	$ 35.39		
	$ 17.25	$ 22.66	$ 14.60	$ 34.99		
			$ 17.60	$ 37.99		
	$ 16.65	$ 22.06	$ 17.60	$ 37.99	$ 20.50	$ 38.72
	$ 20.25	$ 25.66	$ 19.75	$ 40.14	$ 40.00	$ 58.22
	$ 24.55	$ 29.96	$ 22.00	$ 42.39	$ 42.00	$ 60.22
	$ 16.65	$ 22.06	$ 17.60	$ 37.99		
	$ 13.35	$ 18.76	$ 10.20	$ 30.59	$ 13.00	$ 31.22
			$ 22.00	$ 42.39		
			$ 11.00	$ 31.39	$ 16.20	$ 34.42

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
$ 36.84						
	$ 37.86		$ 50.00			
			$ 26.45			
	$ 6.14					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	
	5.41		20.39		18.22	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 21.50	
$ -		
$ -		
$ 14.00	$ 25.85	
$ 13.00	$ 24.85	
$ 13.00	$ 24.85	
$ 13.00	$ 24.85	
$ 21.00	$ 32.85	
$ 22.00	$ 33.85	
$ 9.65	$ 21.50	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.00	$ 31.85	
$ 20.50		
$ 22.00		
10.25/ 17.50 med heavy		
William Larned	**William Larned**	
11.85		
11.85		
11.85		
11.85		
11.85		
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William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
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Town of Westerlo 671 CR401 Westerlo NY 12193					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 19.22	$ 10.45	$ 24.43	
1A	$ 22.50	$ 31.52	$ 20.25	$ 34.23	
1A Washed	$ 23.50	$ 32.52	$ 20.25	$ 34.23	
1B	$ 10.20	$ 19.22	$ 14.65	$ 28.63	
1B Washed	$ 11.60	$ 20.62	$ 14.65	$ 28.63	
1	$ 15.00	$ 24.02	$ 14.65	$ 28.63	
1 ST			$ 14.65	$ 28.63	
1 ST Washed			$ 14.65	$ 28.63	
1 & 2 Mixed	$ 15.00	$ 24.02	$ 14.65	$ 28.63	
2	$ 14.00	$ 23.02	$ 14.65	$ 28.63	
3A	$ 14.00	$ 23.02	$ 14.65	$ 28.63	
3	$ 14.00	$ 23.02	$ 14.65	$ 28.63	
5 (Railroad Ballast)	$ 16.00	$ 25.02	$ 14.65	$ 28.63	
Stone Fill Light	$ 16.50	$ 25.52	$ 18.35	$ 32.33	
Stone Fill Medium	$ 20.50	$ 29.52	$ 20.25	$ 34.23	
Stone Fill Heavy	$ 24.00	$ 33.02	$ 22.60	$ 36.58	
Gabion Stone	$ 16.50	$ 25.52	$ 18.35	$ 32.33	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 20.47	$ 10.45	$ 24.43	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 33.43	
Stone Dust	$ 10.20	$ 19.22	$ 10.45	$ 24.43	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel/**Delivered**					$ 25.50
Screenings Snow & Ice Control/**Delivered**	$ 17.20				$ 34.00
1B Washed Snow & Ice Control/**Delivered**	$ 18.60				
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone Hourly				$ 12.00
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49
	$ 9.02		13.98		19.49

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 25.92	$ 16.20	$ 36.65
			$ 20.25	$ 35.17	$ 25.25	$ 45.70
			$ 20.25	$ 35.17		
			$ 15.00	$ 29.92		
			$ 15.00	$ 29.92		
			$ 15.00	$ 29.92	$ 17.25	$ 37.70
	$ 22.20	$ 31.64	$ 15.00	$ 29.92		
			$ 15.00	$ 29.92		
	$ 18.30	$ 27.74	$ 14.60	$ 29.52	$ 17.25	$ 37.70
			$ 14.60	$ 29.52	$ 17.25	$ 37.70
	$ 17.25	$ 26.69	$ 15.00	$ 29.92		
	$ 17.25	$ 26.69	$ 14.60	$ 29.52		
			$ 17.60	$ 32.52		
	$ 16.65	$ 26.09	$ 17.60	$ 32.52	$ 20.50	$ 40.95
	$ 20.25	$ 29.69	$ 19.75	$ 34.67	$ 40.00	$ 60.45
	$ 24.55	$ 33.99	$ 22.00	$ 36.92	$ 42.00	$ 62.45
	$ 16.65	$ 26.09	$ 17.60	$ 32.52		
	$ 13.35	$ 22.79	$ 10.20	$ 25.12	$ 13.00	$ 33.45
			$ 22.00	$ 36.92		
			$ 11.00	$ 25.92	$ 16.20	$ 36.65
$ 39.49						

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	$ 39.78		$ 50.00			
			$ 24.40			
	$ 7.92					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	
	9.44		14.92		20.45	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 14.22	
$ -		
$ -		
$ 14.00	$ 18.57	
$ 13.00	$ 17.57	
$ 13.00	$ 17.57	
$ 13.00	$ 17.57	
$ 21.00	$ 25.57	
$ 22.00	$ 26.57	
$ 9.65	$ 14.22	
$ 20.00	$ 24.57	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.50		
$ 22.00		
7.50/ 17.50 med heavy		
William Larned	**William Larned**	
4.57		
4.57		
4.57		
4.57		
4.57		
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William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
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Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 22.29	$ 10.45	$ 17.49	
1A	$ 22.50	$ 34.59	$ 20.25	$ 27.29	
1A Washed	$ 23.50	$ 35.59	$ 20.25	$ 27.29	
1B	$ 10.20	$ 22.29	$ 14.65	$ 21.69	
1B Washed	$ 11.60	$ 23.69	$ 14.65	$ 21.69	
1	$ 15.00	$ 27.09	$ 14.65	$ 21.69	
1 ST			$ 14.65	$ 21.69	
1 ST Washed			$ 14.65	$ 21.69	
1 & 2 Mixed	$ 15.00	$ 27.09	$ 14.65	$ 21.69	
2	$ 14.00	$ 26.09	$ 14.65	$ 21.69	
3A	$ 14.00	$ 26.09	$ 14.65	$ 21.69	
3	$ 14.00	$ 26.09	$ 14.65	$ 21.69	
5 (Railroad Ballast)	$ 16.00	$ 28.09	$ 14.65	$ 21.69	
Stone Fill Light	$ 16.50	$ 28.59	$ 18.35	$ 25.39	
Stone Fill Medium	$ 20.50	$ 32.59	$ 20.25	$ 27.29	
Stone Fill Heavy	$ 24.00	$ 36.09	$ 22.60	$ 29.64	
Gabion Stone	$ 16.50	$ 28.59	$ 18.35	$ 25.39	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 23.54	$ 10.45	$ 17.49	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 26.49	
Stone Dust	$ 10.20	$ 22.29	$ 10.45	$ 17.49	

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel/**Delivered**					$ 27.50
Screenings Snow & Ice Control/**Delivered**	$ 19.20				$ 36.00
1B Washed Snow & Ice Control/**Delivered**	$ 20.60				
Additional delivery price per ton for any item that is priced for Pick Up	9.00 Med & Heavy Stone Hourly				$ 14.00
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99
	$ 12.09		$ 7.04		20.99

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 19.54	$ 16.20	$ 37.31
			$ 20.25	$ 28.79	$ 25.25	$ 46.36
			$ 20.25	$ 28.79		
			$ 15.00	$ 23.54		
			$ 15.00	$ 23.54		
			$ 15.00	$ 23.54	$ 17.25	$ 38.36
	$ 22.20	$ 32.73	$ 15.00	$ 23.54		
			$ 15.00	$ 23.54		
	$ 18.30	$ 28.83	$ 14.60	$ 23.14	$ 17.25	$ 38.36
			$ 14.60	$ 23.14	$ 17.25	$ 38.36
	$ 17.25	$ 27.78	$ 15.00	$ 23.54		
	$ 17.25	$ 27.78	$ 14.60	$ 23.14		
			$ 17.60	$ 26.14		
	$ 16.65	$ 27.18	$ 17.60	$ 26.14	$ 20.50	$ 41.61
	$ 20.25	$ 30.78	$ 19.75	$ 28.29	$ 40.00	$ 61.11
	$ 24.55	$ 35.08	$ 22.00	$ 30.54	$ 42.00	$ 63.11
	$ 16.65	$ 27.18	$ 17.60	$ 26.14		
	$ 13.35	$ 23.88	$ 10.20	$ 18.74	$ 13.00	$ 34.11
			$ 22.00	$ 30.54		
			$ 11.00	$ 19.54	$ 16.20	$ 37.31

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
$ 40.99						
	$ 41.76		$ 50.00			
			$ 19.80			
	$ 9.75					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	
	10.53		8.54		21.11	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 14.46	
$ -		
$ -		
$ 14.00	$ 18.81	
$ 13.00	$ 17.81	
$ 13.00	$ 17.81	
$ 13.00	$ 17.81	
$ 21.00	$ 25.81	
$ 22.00	$ 26.81	
$ 9.65	$ 14.46	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.00	$ 24.81	
$ 20.50		
$ 22.00		
7.50/ 17.50 med heavy		
William Larned	**William Larned**	
4.81		
4.81		
4.81		
4.81		
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William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
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Town of Knox 1411 Township Road SR 146 Knox NY 12107					
	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**
Screenings	$ 10.20	$ 23.91	$ 10.45	$ 17.67	
1A	$ 22.50	$ 36.21	$ 20.25	$ 27.47	
1A Washed	$ 23.50	$ 37.21	$ 20.25	$ 27.47	
1B	$ 10.20	$ 23.91	$ 14.65	$ 21.87	
1B Washed	$ 11.60	$ 25.31	$ 14.65	$ 21.87	
1	$ 15.00	$ 28.71	$ 14.65	$ 21.87	
1 ST			$ 14.65	$ 21.87	
1 ST Washed			$ 14.65	$ 21.87	
1 & 2 Mixed	$ 15.00	$ 28.71	$ 14.65	$ 21.87	
2	$ 14.00	$ 27.71	$ 14.65	$ 21.87	
3A	$ 14.00	$ 27.71	$ 14.65	$ 21.87	
3	$ 14.00	$ 27.71	$ 14.65	$ 21.87	
5 (Railroad Ballast)	$ 16.00	$ 29.71	$ 14.65	$ 21.87	
Stone Fill Light	$ 16.50	$ 30.21	$ 18.35	$ 25.57	
Stone Fill Medium	$ 20.50	$ 34.21	$ 20.25	$ 27.47	
Stone Fill Heavy	$ 24.00	$ 37.71	$ 22.60	$ 29.82	
Gabion Stone	$ 16.50	$ 30.21	$ 18.35	$ 25.57	
Crusher Run w/Stone Dusk for Compaction	$ 11.45	$ 25.16	$ 10.45	$ 17.67	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone			$ 19.45	$ 26.67	
Stone Dust	$ 10.20	$ 23.91	$ 10.45	$ 17.67	
Yellow Sand (Sandy Lone or Sticky Sand)					$ 20.00

	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
Stone Fill Extra Heavy/Delivered					
Item#4 Gravel/Delivered					$ 27.50
Screenings Snow & Ice Control/Delivered	$ 20.20				
1B Washed Snow & Ice Control/Delivered	$ 21.60				
Additional delivery price per ton for any item that is priced for Pick Up	10.00 Med & Heavy Stone Hourly				$ 14.00
	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products	Warren Fane
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62

	Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Warren Fane**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie	620 Main ave Wynantskill
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62
	$ 13.71		7.22		17.62

Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Price Per Ton W/ Mile	**Price Per Ton**	**Price Per Ton W/ Milea**	**Price Per Ton**	**Price Per Ton W/ Mi**	**Price Per Ton**	**Price Per Ton W/ Mile**
			$ 11.00	$ 20.14	$ 16.20	$ 33.28
			$ 20.25	$ 29.39	$ 25.25	$ 42.33
			$ 20.25	$ 29.39		
			$ 15.00	$ 24.14		
			$ 15.00	$ 24.14		
			$ 15.00	$ 24.14	$ 17.25	$ 34.33
	$ 22.20	$ 34.41	$ 15.00	$ 24.14		
			$ 15.00	$ 24.14		
	$ 18.30	$ 30.51	$ 14.60	$ 23.74	$ 17.25	$ 34.33
			$ 14.60	$ 23.74	$ 17.25	$ 34.33
	$ 17.25	$ 29.46	$ 15.00	$ 24.14		
	$ 17.25	$ 29.46	$ 14.60	$ 23.74		
			$ 17.60	$ 26.74		
	$ 16.65	$ 28.86	$ 17.60	$ 26.74	$ 20.50	$ 37.58
	$ 20.25	$ 32.46	$ 19.75	$ 28.89	$ 40.00	$ 57.08
	$ 24.55	$ 36.76	$ 22.00	$ 31.14	$ 42.00	$ 59.08
	$ 16.65	$ 28.86	$ 17.60	$ 26.74		
	$ 13.35	$ 25.56	$ 10.20	$ 19.34	$ 13.00	$ 30.08
			$ 22.00	$ 31.14		
			$ 11.00	$ 20.14	$ 16.20	$ 33.28
$ 37.62						

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	$ 42.84		$ 50.00			
			$ 20.80			
	$ 10.76					
Warren Fane	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	

Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel
620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	
	12.21		9.14		17.08	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton	**Price Per Ton W/ Mileage**	
$ 9.65	$ 17.29	
$ -		
$ -		
$ 14.00	$ 21.64	
$ 13.00	$ 20.64	
$ 13.00	$ 20.64	
$ 13.00	$ 20.64	
$ 21.00	$ 28.64	
$ 22.00	$ 29.64	
$ 9.65	$ 17.29	
$ 20.00	$ 27.64	

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 20.50		
$ 22.00		
7.50/ 17.50 med heavy		
William Larned	**William Larned**	
7.64		
7.64		
7.64		
7.64		
7.64		
7.64		
7.64		
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7.64		
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7.64		
7.64		

William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
7.64		
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William Larned	**William Larned**	
138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
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City of Albany Rapp Road Landfill Albany NY 12205					
	Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mile**
Screenings	$ 10.20	$ 19.82	$ 19.20	$ 10.45	$ 35.44
1A	$ 22.50	$ 32.12	$ 31.50	$ 20.25	$ 45.24
1A Washed	$ 23.50	$ 33.12	$ 32.50	$ 20.25	$ 45.24
1B	$ 10.20	$ 19.82	$ 19.20	$ 14.65	$ 39.64
1B Washed	$ 11.60	$ 21.22	$ 20.60	$ 14.65	$ 39.64
1	$ 15.00	$ 24.62	$ 24.00	$ 14.65	$ 39.64
1 ST				$ 14.65	$ 39.64
1 ST Washed				$ 14.65	$ 39.64
1 & 2 Mixed	$ 15.00	$ 24.62	$ 24.00	$ 14.65	$ 39.64
2	$ 14.00	$ 23.62	$ 23.00	$ 14.65	$ 39.64
3A	$ 14.00	$ 23.62	$ 23.00	$ 14.65	$ 39.64
3	$ 14.00	$ 23.62	$ 23.00	$ 14.65	$ 39.64
5 (Railroad Ballast)	$ 16.00	$ 25.62	$ 25.00	$ 14.65	$ 39.64
Stone Fill Light	$ 16.50	$ 26.12	$ 25.50	$ 18.35	$ 43.34
Stone Fill Medium	$ 20.50	$ 30.12	$ -	$ 20.25	$ 45.24
Stone Fill Heavy	$ 24.00	$ 33.62	$ -	$ 22.60	$ 47.59
Gabion Stone	$ 16.50	$ 26.12	$ 25.50	$ 18.35	$ 43.34
Crusher Run w/Stone DusT for Compaction 3/4"	$ 11.45	$ 21.07	$ 20.45	$ 10.45	$ 35.44
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone				$ 19.45	$ 44.44
Stone Dust	$ 10.20	$ 19.82	$ 19.20	$ 10.45	$ 35.44
Yellow Sand (Sandy Lone or Sticky Sand)					

	Callanan	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie
Rip Rap				$ 22.60	$ 47.59
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel/**Delivered**					
Screenings Snow & Ice Control/**Delivered**			$ 19.20		
1B Washed Snow & Ice Control/**Delivered**			$ 20.60		
Additional delivery price per ton for any item that is priced for Pick Up	9.00 Med & Heavy Stone Hourly		9.00 Med & Heavy Stone Hourly		
	Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	

	Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
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	9.62			24.99	
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	9.62			24.99	
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	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	
	9.62			24.99	

Warren Fane	**Warren Fane**	**Warren Fane**	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**
620 Main ave Wynantskill	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie
Price Per Ton	**Price Per Ton W/ Mile**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Delivered**	**Price Per Ton**
						$ 11.00
						$ 20.25
						$ 20.25
						$ 15.00
						$ 15.00
						$ 15.00
			$ 22.20	$ 31.22	$ 31.87	$ 15.00
						$ 15.00
			$ 18.30	$ 27.32	$ 27.97	$ 14.60
						$ 14.60
			$ 17.25	$ 26.27	$ 26.92	$ 15.00
			$ 17.25	$ 26.27	$ 26.92	$ 14.60
						$ 17.60
			$ 16.25	$ 25.27	$ 25.92	$ 17.60
			$ 20.25	$ 29.27	$ 29.92	$ 19.75
			$ 24.55	$ 33.57	$ 34.22	$ 22.00
			$ 16.65	$ 25.67	$ 26.32	$ 17.60
			$ 13.35	$ 22.37	$ 22.99	$ 10.20
						$ 22.00
						$ 11.00
$ 20.00	$ 36.78	$ 29.00				

Warren Fane	Warren Fane	Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material
620 Main ave Wynantskill	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie
						$ 25.00
					$ 41.57	
		$ 22.50				
		$ 31.00				
$ 9.00		$ 9.00	9.67		$ 9.67	
Warren Fane	**Warren Fane**	**Warren Fane**	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91

Warren Fane	Warren Fane	Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material
620 Main ave Wynantskill	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
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16.78			9.02			19.91
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16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91
16.78			9.02			19.91

Heidelberg Material	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**	
154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
Price Per Ton W/ Milea	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mile**	**Price Per Ton**	Price Per Ton W/ Mileage	
$ 30.91	$ 22.95	$ 16.20	$ 23.84			
$ 40.16	$ 32.20	$ 25.25	$ 32.89	$ -		
$ 40.16	$ 32.20					
$ 34.91	$ 26.95					
$ 34.91	$ 26.95					
$ 34.91	$ 26.95	$ 17.25	$ 24.89	$ -		
$ 34.91	$ 26.95					
$ 34.91	$ 26.60					
$ 34.51	$ 26.55	$ 17.25	$ 24.89	$ 25.00	$ 40.04	
$ 34.51	$ 26.55	$ 17.25	$ 24.89	$ 24.00	$ 39.04	
$ 34.91	$ 26.95			$ 25.00	$ 40.04	
$ 34.51	$ 26.55			$ 25.00	$ 40.04	
$ 37.51	$ 29.55					
$ 37.51	$ 29.55	$ 20.50	$ 28.14			
$ 39.66	$ 33.25	$ 40.00	$ 47.64	$ 40.50	$ 55.54	
$ 41.91	$ 35.50	$ 42.00	$ 49.64	$ 46.50	$ 61.54	
$ 37.51	$ 29.55					
$ 30.11	$ 22.15	$ 13.00	$ 20.64	$ 22.00	$ 37.04	
$ 41.91	$ 33.95					
$ 30.91	$ 22.95	$ 16.20	$ 23.84			
				$ 22.00	$ 37.04	

Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel	William Larned	William Larned	
154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
$ 44.91	$ 38.50					
	$ 50.00			$ -		
				$ 20.50		
				$ 22.00		
	$ 26.95					
				per yard		
Heidelberg Material	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**	
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
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		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		

Heidelberg Material	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**	
154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		
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		7.64		$ 15.04		
		7.64		$ 15.04		
		7.64		$ 15.04		

City of Albany 1 Conners Blvd, Albany Ny 12204					
	Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie
Item	**Price Per Ton**	**Price Per Ton W/ Mile**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mil**
Screenings	$ 10.20	$ 18.11	$ 17.20	$ 10.45	$ 31.68
1A	$ 22.50	$ 30.41	$ 29.50	$ 20.25	$ 41.48
1A Washed	$ 23.50	$ 31.41	$ 30.50	$ 20.25	$ 41.48
1B	$ 10.20	$ 18.11	$ 17.20	$ 14.65	$ 35.88
1B Washed	$ 11.60	$ 19.51	$ 18.60	$ 14.65	$ 35.88
1	$ 15.00	$ 22.91	$ 22.00	$ 14.65	$ 35.88
1 ST				$ 14.65	$ 35.88
1 ST Washed				$ 14.65	$ 35.88
1 & 2 Mixed	$ 15.00	$ 22.91	$ 22.00	$ 14.65	$ 35.88
2	$ 14.00	$ 21.91	$ 21.00	$ 14.65	$ 35.88
3A	$ 14.00	$ 21.91	$ 21.00	$ 14.65	$ 35.88
3	$ 14.00	$ 21.91	$ 21.00	$ 14.65	$ 35.88
5 (Railroad Ballast)	$ 16.00	$ 23.91	$ 23.00	$ 14.65	$ 35.88
Stone Fill Light	$ 16.50	$ 24.41	$ 23.50	$ 18.35	$ 39.58
Stone Fill Medium	$ 20.50	$ 28.41	$ -	$ 20.25	$ 41.48
Stone Fill Heavy	$ 24.00	$ 31.91	$ -	$ 22.60	$ 43.83
Gabion Stone	$ 16.50	$ 24.41	$ 23.50	$ 18.35	$ 39.58
Crusher Run w/Stone Dusk for Compaction 3/4"	$ 11.45	$ 19.36	$ 18.45	$ 10.45	$ 31.68
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone				$ 19.45	$ 40.68
Stone Dust	$ 10.20	$ 18.11	$ 17.20	$ 10.45	$ 31.68
Yellow Sand (Sandy Lone or Sticky Sand)					

	Callanan	Callanan	Callanan	Cobleskill Stone Products	Cobleskill Stone Products
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie
Rip Rap				$ 22.60	$ 43.83
Stone Fill Extra Heavy/**Delivered**					
Item#4 Gravel/**Delivered**					
Screenings Snow & Ice Control/**Delivered**			$ 17.20		
1B Washed Snow & Ice Control/**Delivered**			$ 18.60		
Additional delivery price per ton for any item that is priced for Pick Up	7.00 Med & Heavy Stone Hourly		7.00 Med & Heavy Stone Hourly		
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	

	Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	95 CR-101 Selkirk	Rt 30 Schoharie	Rt 30 Schoharie
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	
	$ 7.91			$ 21.23	

Warren Fane	**Warren Fane**	**Warren Fane**	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Peter K. Frueh Inc**	**Heidelberg Material**
620 Main ave Wynantskill	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie
Price Per Ton	**Price Per Ton W/ Mile**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Milea**	**Delivered**	**Price Per Ton**
						$ 11.00
	$ -					$ 20.25
	$ -					$ 20.25
	$ -					$ 15.00
	$ -					$ 15.00
	$ -					$ 15.00
	$ -		$ 22.20	$ 29.18		$ 15.00
	$ -					$ 14.65
	$ -		$ 18.30	$ 25.28		$ 14.60
	$ -					$ 14.60
	$ -		$ 17.25	$ 24.23		$ 15.00
	$ -		$ 17.25	$ 24.23		$ 14.60
	$ -					$ 17.60
	$ -		$ 16.25	$ 23.23		$ 17.60
	$ -		$ 20.25	$ 27.23		$ 19.75
	$ -		$ 24.55	$ 31.53		$ 22.00
	$ -		$ 16.65	$ 23.63		$ 17.60
	$ -		$ 13.35	$ 20.33		$ 10.20
	$ -					$ 22.00
	$ -					$ 11.00
$ 20.00	$ 25.77	$ 29.00				

Warren Fane	Warren Fane	Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material
620 Main ave Wynantskill	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie
	$ -		$ 39.46	$ 46.44		$ 25.00
					$ 41.67	
		$ 22.50				
		$ 31.00				
		$ 9.00				
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74

Warren Fane	Warren Fane	Warren Fane	Peter K. Frueh Inc	Peter K. Frueh Inc	Peter K. Frueh Inc	Heidelberg Material
620 Main ave Wynantskill	620 Main ave Wynantskill	620 Main ave Wynantskill	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	153 Old Quarry Rd Feura Bush	154 Cedar Lane Schoharie
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74
$ 5.77			6.98			22.74

Heidelberg Material	**Heidelberg Material**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**William Larned**	**William Larned**	**William Larned**
154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne
Price Per Ton W/ Mi	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mile**	Price Per Ton	**Price Per Ton W/ Mile**	**Delivered**
$ 33.74	$ 24.25	$ 16.20	$ 23.84			
$ 42.99	$ 33.50	$ 25.25	$ 32.89	$ -		
$ 42.99	$ 33.50					
$ 37.74	$ 28.25					
$ 37.74	$ 28.25					
$ 37.74	$ 28.25	$ 17.25	$ 24.89	$ -		
$ 37.74	$ 28.25					
$ 37.39	$ 27.90					
$ 37.34	$ 27.85	$ 17.25	$ 24.89	$ 25.00	$ 42.02	
$ 37.34	$ 27.85	$ 17.25	$ 24.89	$ 24.00	$ 41.02	
$ 37.74	$ 28.25			$ 25.00	$ 42.02	
$ 37.34	$ 27.85			$ 25.00	$ 42.02	
$ 40.34	$ 30.85					
$ 40.34	$ 30.85	$ 20.50	$ 28.14			
$ 42.49	$ 35.25	$ 40.00	$ 47.64			
$ 44.74	$ 37.50	$ 42.00	$ 49.64			
$ 40.34	$ 30.85					
$ 32.94	$ 23.45	$ 13.00	$ 20.64	$ 22.00	$ 39.02	
$ 44.74	$ 35.25					
$ 33.74	$ 24.25	$ 16.20	$ 23.84			
				$ 22.00	$ 39.02	

Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel	William Larned	William Larned	William Larned
154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne
$ 47.74	$ 40.50					
	$ 50.00					
						$ 20.50
						$ 22.00
	$ 28.25					
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		

Heidelberg Material	Heidelberg Material	Troy Sand & Gravel	Troy Sand & Gravel	William Larned	William Larned	William Larned
154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne	138 Cole Hill rd East Berne
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		
		7.64		17.02		

2017 Mileage Revision Round Trip (To and From) Vendors for Asphalt and Stone Bids

		County Berne	County Coeyman CR 111	County Colonie	County Knox	County New Scotland	County Rensselaerville	County Westerlo	Town of Berne	Town of Knox	Town of Coeymans	Town of Westerlo	Town of New Scotland	Town of Guilderalnd	City of Albany Connors Blvd	City of Albany Rapp Road
ADD TO BID PRICE →→→→→→		**$10.59**	**$4.09**	**$13.23**	**$13.53**	**$8.90**	**$12.63**	**$9.02**	**$12.09**	**$13.71**	**$4.75**	**$9.02**	**$7.40**	**$11.13**	**$7.91**	**$9.62**
Callanan Ind.	**Selkirk/South Beth.**	35.2	13.6	44.0	45.0	29.6	42.0	30.0	40.2	45.6	15.8	30.0	24.6	37.0	26.3	32.0
		$10.59	$4.09	$13.23	$13.53	$8.90	$12.63	$9.02	$12.09	$13.71	$4.75	$9.02	$7.40	$11.13	$7.91	$9.62
ADD TO BID PRICE →→→→→→		**$21.77**	**$18.04**	**$4.21**	**$19.25**	**$14.44**	**$21.65**	**$19.07**	**$21.17**	**$19.07**	**$17.20**	**$19.91**	**$12.27**	**$11.31**	**$4.39**	**$8.03**
Callanan Ind.	**Watervliet**	72.4	60.0	14.0	64.0	48.0	72.0	63.4	70.4	63.4	57.2	66.2	40.8	37.6	14.6	26.7
		$21.77	$18.04	$4.21	$19.25	$14.44	$21.65	$19.07	$21.17	$19.07	$17.20	$19.91	$12.27	$11.31	$4.39	$8.03
ADD TO BID PRICE →→→→→→		**$12.63**	**$11.73**	**$7.82**	**$17.44**	**$8.42**	**$15.94**	**$12.33**	**$14.38**	**$17.14**	**$10.35**	**$13.65**	**$8.06**	**$8.31**	**$2.41**	**$6.62**
Albany Asphalt/Callanan	**Port of Albany**	42.0	39.0	26.0	58.0	28.0	53.0	41.0	47.8	57.0	34.4	45.4	26.8	27.6	8.0	22.0
		$12.63	$11.73	$7.82	$17.44	$8.42	$15.94	$12.33	$14.38	$17.14	$10.35	$13.65	$8.06	$8.31	$2.41	$6.62
ADD TO BID PRICE →→→→→→		**$10.83**	**$24.06**	**$22.56**	**$9.02**	**$16.84**	**$13.23**	**$15.34**	**$8.54**	**$9.14**	**$20.39**	**$14.92**	**$15.70**	**$13.62**	**$22.74**	**$19.91**
Heidelberg Material	**154 Cedar Ln, Schoharie, NY 12157**	36.0	80.0	75.0	30.0	56.0	44.0	51.0	28.4	30.4	67.8	49.6	52.2	45.3	75.6	66.2
		$10.83	$24.06	$22.56	$9.02	$16.84	$13.23	$15.34	$8.54	$9.14	$20.39	$14.92	$15.70	$13.62	$22.74	$19.91
ADD TO BID PRICE →→→→→→		**$9.26**	**$32.96**	**$25.26**	**$10.10**	**$15.52**	**$34.89**	**$29.59**	**$9.62**	**$5.29**	**$16.60**	**$14.53**	**$8.30**	**$5.83**	**$13.83**	**$7.64**
Heidelberg Material	**1061 Settles Hill Rd Altamont**	30.8	54.8	42.0	16.8	25.8	58.0	49.2	32.0	17.6	55.2	48.3	27.6	19.4	46.0	25.4
		$9.26	$32.96	$25.26	$10.10	$15.52	$34.89	$29.59	$9.62	$5.29	$16.60	$14.53	$8.30	$5.83	$13.83	$7.64
ADD TO BID PRICE →→→→→→		**$9.32**	**$25.56**	**$24.36**	**$7.64**	**$18.65**	**$14.86**	**$13.83**	**$7.04**	**$7.22**	**$18.89**	**$13.98**	**$14.19**	**$12.09**	**$21.23**	**$24.99**
Cobleskill Stone	**Schoharie**	31.0	85.0	81.0	25.4	62.0	49.4	46.0	23.4	24.0	62.8	46.5	47.2	40.2	70.6	83.1
		$9.32	$25.56	$24.36	$7.64	$18.65	$14.86	$13.83	$7.04	$7.22	$18.89	$13.98	$14.19	$12.09	$21.23	$24.99

2017 Mileage Revision Round Trip (To and From) Vendors for Asphalt and Stone Bids

ADD TO BID PRICE →→→→→→		**$15.34**	**$13.65**	**$6.92**	**$14.07**	**$11.61**	**$18.65**	**$14.63**	**$15.94**	**$14.44**	**$12.51**	**$15.28**	**$12.27**	**$8.42**	**$4.09**	**$7.46**
New Castle	**230 Riverside Ave Rensslear**	51.0	45.4	23.0	46.8	38.6	62.0	48.6	53.0	48.0	41.6	50.8	40.8	28.0	13.6	24.8
		$15.34	$13.65	$6.92	$14.07	$11.61	$18.65	$14.63	$15.94	$14.44	$12.51	$15.28	$12.27	$8.42	$4.09	$7.46

ADD TO BID PRICE →→→→→→		**$9.02**	**$6.32**	**$10.83**	**$11.85**	**$6.32**	**$11.13**	**$8.42**	**$10.53**	**$12.21**	**$5.41**	**$9.44**	**$7.70**	**$8.24**	**$6.98**	**$9.20**
Peter Freuh	**Feura Bush**	30.0	21.0	36.0	39.4	21.0	37.0	28.0	35.0	40.6	18.0	31.4	25.6	27.4	23.2	30.6
		$9.02	$6.32	$10.83	$11.85	$6.32	$11.13	$8.42	$10.53	$12.21	$5.41	$9.44	$7.70	$8.24	$6.98	$9.20

ADD TO BID PRICE →→→→→→		**$20.03**	**$18.04**	**$10.53**	**$16.90**	**$14.62**	**$23.76**	**$19.04**	**$21.11**	**$17.08**	**$18.22**	**$20.45**	**$20.69**	**$19.85**	**$7.64**	**$7.64**
Troy Sand & Gravel	**West Sand Lake**	66.6	60.0	35.0	56.2	48.6	79.0	63.3	70.2	56.8	60.6	68.0	68.8	66.0	25.4	25.4
		$20.03	$18.04	$10.53	$16.90	$14.62	$23.76	$19.04	$21.11	$17.08	$18.22	$20.45	$20.69	$19.85	$7.64	$7.64

ADD TO BID PRICE →→→→→→		**$9.32**	**$16.24**	**$8.42**	**$4.51**	**$7.82**	**$17.08**	**$15.82**	**$8.12**	**$4.69**	**$16.48**	**$16.42**	**$8.30**	**$5.53**	**$11.67**	**$6.74**
Callanan	**Altamont**	31.0	54.0	28.0	15.0	26.0	56.8	52.6	27.0	15.6	54.8	54.6	27.6	18.4	38.8	22.4
		$9.32	$16.24	$8.42	$4.51	$7.82	$17.08	$15.82	$8.12	$4.69	$16.48	$16.42	$8.30	$5.53	$11.67	$6.74

ADD TO BID PRICE →→→→→→		**$2.17**	**$10.65**	**$17.44**	**$7.34**	**$8.00**	**$7.22**	**$9.62**	**$4.81**	**$7.64**	**$11.85**	**$4.57**	**$9.38**	**$11.67**	**$17.02**	**$15.04**
Wm Larned & Sons	**138 Cole Hill rd East Berne**	7.2	35.4	58.0	24.4	26.6	24.0	32.0	16.0	25.4	39.4	15.2	31.2	38.8	56.6	50.0
		$2.17	$10.65	$17.44	$7.34	$8.00	$7.22	$9.62	$4.81	$7.64	$11.85	$4.57	$9.38	$11.67	$17.02	$15.04

ADD TO BID PRICE →→→→→→		**$19.97**	**$17.62**	**$7.10**	**$17.32**	**$14.56**	**$22.13**	**$19.25**	**$20.99**	**$17.62**	**$16.84**	**$19.49**	**$11.85**	**$12.99**	**$5.77**	**$16.78**
Warrn W. Fane	**620 Main Ave. Wynantskill, NY 12198**	66.4	58.6	23.6	57.6	48.4	73.6	64.0	69.8	58.6	56.0	64.8	39.4	43.2	19.2	55.8
		$19.97	$17.62	$7.10	$17.32	$14.56	$22.13	$19.25	$20.99	$17.62	$16.84	$19.49	$11.85	$12.99	$5.77	$16.78

ADD TO BID PRICE →→→→→→		**$36.87**	**$31.76**	**$31.28**	**$39.94**	**$34.16**	**$38.25**	**$34.64**	**$38.49**	**$38.67**	**$30.19**	**$34.64**	**$33.20**	**$35.61**	**$28.87**	**$32.30**
Century Aggregates	**1 Willow Hill Rd Lee MA**	122.6	105.6	104.0	132.8	113.6	127.2	115.2	128.0	128.6	100.4	115.2	110.4	118.4	96.0	107.4

2017 Mileage Revision Round Trip (To and From) Vendors for Asphalt and Stone Bids

	$36.87	$31.76	$31.28	$39.94	$34.16	$38.25	$34.64	$38.49	$38.67	$30.19	$34.64	$33.20	$35.61	$28.87	$32.30

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 69.23	$ 56.00	$ 60.21	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 70.73	$ 57.50	$ 61.71	$ 57.50
403.15 Shim Course	$ 88.00	$ 101.23	$ 88.00	$ 92.21	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 72.03	$ 58.80	$ 63.01	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 72.03	$ 58.80	$ 63.01	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 75.98	$ 62.75	$ 66.96	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 75.98	$ 62.75	$ 66.96	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 75.98	$ 62.75	$ 66.96	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 153.23	$ 140.00	$ 144.21	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 63.82	$ 56.00	$ 64.42	$ 57.00	$ 81.36	$ 57.00	$ 79.56	$ 57.00
$ 65.32	$ 57.50	$ 65.92	$ 59.50	$ 83.86	$ 57.00	$ 79.56	$ 57.00
$ 95.82	$ 88.00	$ 96.42	$ 85.00	$ 109.36	$ 86.00	$ 108.56	$ 86.00
$ 66.62	$ 58.80	$ 67.22	$ 64.00	$ 88.36	$ 58.95	$ 81.51	$ 58.95
$ 66.62	$ 58.80	$ 67.22	$ 66.00	$ 90.36	$ 58.95	$ 81.51	$ 58.95
$ 70.57	$ 62.75	$ 71.17	$ 70.00	$ 94.36	$ 66.00	$ 88.56	$ 66.00
$ 70.57	$ 62.75	$ 71.17	$ 72.00	$ 96.36	$ 66.00	$ 88.56	$ 66.00
$ 70.57	$ 62.75	$ 71.17	$ 70.00	$ 94.36	$ 65.00	$ 87.56	$ 65.00
$ 147.82	$ 140.00	$ 148.42					
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 82.26			$ 60.00	$ 70.53	$ 51.00	$ 57.92	
$ 82.26			$ 62.00	$ 72.53	$ 52.25	$ 59.17	
$ 111.26			$ 80.00	$ 90.53	$ 77.00	$ 83.92	
$ 84.21			$ 68.00	$ 78.53	$ 59.75	$ 66.67	
$ 84.21			$ 68.00	$ 78.53	$ 59.75	$ 66.67	
$ 91.26			$ 72.00	$ 82.53	$ 62.50	$ 69.42	
$ 91.26			$ 72.00	$ 82.53	$ 63.50	$ 70.42	
$ 90.26			$ 80.00	$ 90.53	$ 62.50	$ 69.42	
	$ 125.00	$ 156.28					
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 64.90	$ 56.00	$ 70.44	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 66.40	$ 57.50	$ 71.94	$ 57.50
403.15 Shim Course	$ 88.00	$ 96.90	$ 88.00	$ 102.44	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 67.70	$ 58.80	$ 73.24	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 67.70	$ 58.80	$ 73.24	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 71.65	$ 62.75	$ 77.19	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 71.65	$ 62.75	$ 77.19	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 71.65	$ 62.75	$ 77.19	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 148.90	$ 140.00	$ 154.44	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 64.42	$ 56.00	$ 63.82	$ 57.00	$ 75.65	$ 57.00	$ 73.84	$ 57.00
$ 65.92	$ 57.50	$ 65.32	$ 59.50	$ 78.15	$ 57.00	$ 73.84	$ 57.00
$ 96.42	$ 88.00	$ 95.82	$ 85.00	$ 103.65	$ 86.00	$ 102.84	$ 86.00
$ 67.22	$ 58.80	$ 66.62	$ 64.00	$ 82.65	$ 58.95	$ 75.79	$ 58.95
$ 67.22	$ 58.80	$ 66.62	$ 66.00	$ 84.65	$ 58.95	$ 75.79	$ 58.95
$ 71.17	$ 62.75	$ 70.57	$ 70.00	$ 88.65	$ 66.00	$ 82.84	$ 66.00
$ 71.17	$ 62.75	$ 70.57	$ 72.00	$ 90.65	$ 66.00	$ 82.84	$ 66.00
$ 71.17	$ 62.75	$ 70.57	$ 70.00	$ 88.65	$ 65.00	$ 81.84	$ 65.00
$ 148.42	$ 140.00	$ 147.82					
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 72.52			$ 60.00	$ 74.62	$ 51.00	$ 62.61	
$ 72.52			$ 62.00	$ 76.62	$ 52.25	$ 63.86	
$ 101.52			$ 80.00	$ 94.62	$ 77.00	$ 88.61	
$ 74.47			$ 68.00	$ 82.62	$ 59.75	$ 71.36	
$ 74.47			$ 68.00	$ 82.62	$ 59.75	$ 71.36	
$ 81.52			$ 72.00	$ 86.62	$ 62.50	$ 74.11	
$ 81.52			$ 72.00	$ 86.62	$ 63.50	$ 75.11	
$ 80.52			$ 80.00	$ 94.62	$ 62.50	$ 74.11	
	$ 125.00	$ 159.16					
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		

Albany County Coeymans 145 CR 111, Alcove NY 12007					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 60.09	$ 56.00	$ 74.04	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 61.59	$ 57.50	$ 75.54	$ 57.50
403.15 Shim Course	$ 88.00	$ 92.09	$ 88.00	$ 106.04	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 62.89	$ 58.80	$ 76.84	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 62.89	$ 58.80	$ 76.84	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 66.84	$ 62.75	$ 80.79	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 66.84	$ 62.75	$ 80.79	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 66.84	$ 62.75	$ 80.79	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 144.09	$ 140.00	$ 158.04	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 67.73	$ 56.00	$ 72.24	$ 57.00	$ 82.56	$ 57.00	$ 81.06	$ 57.00
$ 69.23	$ 57.50	$ 73.74	$ 59.50	$ 85.06	$ 57.00	$ 81.06	$ 57.00
$ 99.73	$ 88.00	$ 104.24	$ 85.00	$ 110.56	$ 86.00	$ 110.06	$ 86.00
$ 70.53	$ 58.80	$ 75.04	$ 64.00	$ 89.56	$ 58.95	$ 83.01	$ 58.95
$ 70.53	$ 58.80	$ 75.04	$ 66.00	$ 91.56	$ 58.95	$ 83.01	$ 58.95
$ 74.48	$ 62.75	$ 78.99	$ 70.00	$ 95.56	$ 66.00	$ 90.06	$ 66.00
$ 74.48	$ 62.75	$ 78.99	$ 72.00	$ 97.56	$ 66.00	$ 90.06	$ 66.00
$ 74.48	$ 62.75	$ 78.99	$ 70.00	$ 95.56	$ 65.00	$ 89.06	$ 65.00
$ 151.73	$ 140.00	$ 156.24					
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 89.96			$ 60.00	$ 78.04	$ 51.00	$ 64.65	
$ 89.96			$ 62.00	$ 80.04	$ 52.25	$ 65.90	
$ 118.96			$ 80.00	$ 98.04	$ 77.00	$ 90.65	
$ 91.91			$ 68.00	$ 86.04	$ 59.75	$ 73.40	
$ 91.91			$ 68.00	$ 86.04	$ 59.75	$ 73.40	
$ 98.96			$ 72.00	$ 90.04	$ 62.50	$ 76.15	
$ 98.96			$ 72.00	$ 90.04	$ 63.50	$ 77.15	
$ 97.96			$ 80.00	$ 98.04	$ 62.50	$ 76.15	
	$ 125.00	$ 156.76					
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		

Albany County Westerlo 19 CR 410 Westerlo NY 12193					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 65.02	$ 56.00	$ 75.07	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 66.52	$ 57.50	$ 76.57	$ 57.50
403.15 Shim Course	$ 88.00	$ 97.02	$ 88.00	$ 107.07	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 67.82	$ 58.80	$ 77.87	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 67.82	$ 58.80	$ 77.87	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 71.77	$ 62.75	$ 81.82	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 71.77	$ 62.75	$ 81.82	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 71.77	$ 62.75	$ 81.82	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 149.02	$ 140.00	$ 159.07	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 68.33	$ 56.00	$ 71.82	$ 57.00	$ 70.83	$ 57.00	$ 72.34	$ 57.00
$ 69.83	$ 57.50	$ 73.32	$ 59.50	$ 73.33	$ 57.00	$ 72.34	$ 57.00
$ 100.33	$ 88.00	$ 103.82	$ 85.00	$ 98.83	$ 86.00	$ 101.34	$ 86.00
$ 71.13	$ 58.80	$ 74.62	$ 64.00	$ 77.83	$ 58.95	$ 74.29	$ 58.95
$ 71.13	$ 58.80	$ 74.62	$ 66.00	$ 79.83	$ 58.95	$ 74.29	$ 58.95
$ 75.08	$ 62.75	$ 78.57	$ 70.00	$ 83.83	$ 66.00	$ 81.34	$ 66.00
$ 75.08	$ 62.75	$ 78.57	$ 72.00	$ 85.83	$ 66.00	$ 81.34	$ 66.00
$ 75.08	$ 62.75	$ 78.57	$ 70.00	$ 83.83	$ 65.00	$ 80.34	$ 65.00
$ 152.33	$ 140.00	$ 155.82					
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 86.59			$ 60.00	$ 79.04	$ 51.00	$ 65.63	
$ 86.59			$ 62.00	$ 81.04	$ 52.25	$ 66.88	
$ 115.59			$ 80.00	$ 99.04	$ 77.00	$ 91.63	
$ 88.54			$ 68.00	$ 87.04	$ 59.75	$ 74.38	
$ 88.54			$ 68.00	$ 87.04	$ 59.75	$ 74.38	
$ 95.59			$ 72.00	$ 91.04	$ 62.50	$ 77.13	
$ 95.59			$ 72.00	$ 91.04	$ 63.50	$ 78.13	
$ 94.59			$ 80.00	$ 99.04	$ 62.50	$ 77.13	
	$ 125.00	$ 159.64					
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 66.59	$ 56.00	$ 77.77	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 68.09	$ 57.50	$ 79.27	$ 57.50
403.15 Shim Course	$ 88.00	$ 98.59	$ 88.00	$ 109.77	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 69.39	$ 58.80	$ 80.57	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 69.39	$ 58.80	$ 80.57	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 73.34	$ 62.75	$ 84.52	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 73.34	$ 62.75	$ 84.52	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 73.34	$ 62.75	$ 84.52	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 150.59	$ 140.00	$ 161.77	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	$ 10.59		$ 21.77		$ 12.63

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 68.63	$ 56.00	$ 65.32	$ 57.00	$ 66.32	$ 57.00	$ 67.83	$ 57.00
$ 70.13	$ 57.50	$ 66.82	$ 59.50	$ 68.82	$ 57.00	$ 67.83	$ 57.00
$ 100.63	$ 88.00	$ 97.32	$ 85.00	$ 94.32	$ 86.00	$ 96.83	$ 86.00
$ 71.43	$ 58.80	$ 68.12	$ 64.00	$ 73.32	$ 58.95	$ 69.78	$ 58.95
$ 71.43	$ 58.80	$ 68.12	$ 66.00	$ 75.32	$ 58.95	$ 69.78	$ 58.95
$ 75.38	$ 62.75	$ 72.07	$ 70.00	$ 79.32	$ 66.00	$ 76.83	$ 66.00
$ 75.38	$ 62.75	$ 72.07	$ 72.00	$ 81.32	$ 66.00	$ 76.83	$ 66.00
$ 75.38	$ 62.75	$ 72.07	$ 70.00	$ 79.32	$ 65.00	$ 75.83	$ 65.00
$ 152.63	$ 140.00	$ 149.32					
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	9.32		9.32		10.83		9.26

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 66.26			$ 60.00	$ 80.03	$ 51.00	$ 66.34	
$ 66.26			$ 62.00	$ 82.03	$ 52.25	$ 67.59	
$ 95.26			$ 80.00	$ 100.03	$ 77.00	$ 92.34	
$ 68.21			$ 68.00	$ 88.03	$ 59.75	$ 75.09	
$ 68.21			$ 68.00	$ 88.03	$ 59.75	$ 75.09	
$ 75.26			$ 72.00	$ 92.03	$ 62.50	$ 77.84	
$ 75.26			$ 72.00	$ 92.03	$ 63.50	$ 78.84	
$ 74.26			$ 80.00	$ 100.03	$ 62.50	$ 77.84	
	$ 125.00	$ 161.87					
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	36.87		20.03		15.34		

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 69.53	$ 56.00	$ 75.25	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 71.03	$ 57.50	$ 76.75	$ 57.50
403.15 Shim Course	$ 88.00	$ 101.53	$ 88.00	$ 107.25	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 72.33	$ 58.80	$ 78.05	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 72.33	$ 58.80	$ 78.05	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 76.28	$ 62.75	$ 82.00	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 76.28	$ 62.75	$ 82.00	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 76.28	$ 62.75	$ 82.00	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 153.53	$ 140.00	$ 159.25	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 73.44	$ 56.00	$ 60.51	$ 57.00	$ 64.64	$ 57.00	$ 66.02	$ 57.00
$ 74.94	$ 57.50	$ 62.01	$ 59.50	$ 67.14	$ 57.00	$ 66.02	$ 57.00
$ 105.44	$ 88.00	$ 92.51	$ 85.00	$ 92.64	$ 86.00	$ 95.02	$ 86.00
$ 76.24	$ 58.80	$ 63.31	$ 64.00	$ 71.64	$ 58.95	$ 67.97	$ 58.95
$ 76.24	$ 58.80	$ 63.31	$ 66.00	$ 73.64	$ 58.95	$ 67.97	$ 58.95
$ 80.19	$ 62.75	$ 67.26	$ 70.00	$ 77.64	$ 66.00	$ 75.02	$ 66.00
$ 80.19	$ 62.75	$ 67.26	$ 72.00	$ 79.64	$ 66.00	$ 75.02	$ 66.00
$ 80.19	$ 62.75	$ 67.26	$ 70.00	$ 77.64	$ 65.00	$ 74.02	$ 65.00
$ 157.44	$ 140.00	$ 144.51					
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 67.10			$ 60.00	$ 76.90	$ 51.00	$ 65.07	
$ 67.10			$ 62.00	$ 78.90	$ 52.25	$ 66.32	
$ 96.10			$ 80.00	$ 96.90	$ 77.00	$ 91.07	
$ 69.05			$ 68.00	$ 84.90	$ 59.75	$ 73.82	
$ 69.05			$ 68.00	$ 84.90	$ 59.75	$ 73.82	
$ 76.10			$ 72.00	$ 88.90	$ 62.50	$ 76.57	
$ 76.10			$ 72.00	$ 88.90	$ 63.50	$ 77.57	
$ 75.10			$ 80.00	$ 96.90	$ 62.50	$ 76.57	
	$ 125.00	$ 164.94					
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		

Albany County Rensselaerville 265 CR 357 Medusa NY 12120					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 68.63	$ 56.00	$ 77.65	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 70.13	$ 57.50	$ 79.15	$ 57.50
403.15 Shim Course	$ 88.00	$ 100.63	$ 88.00	$ 109.65	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 71.43	$ 58.80	$ 80.45	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 71.43	$ 58.80	$ 80.45	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 75.38	$ 62.75	$ 84.40	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 75.38	$ 62.75	$ 84.40	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 75.38	$ 62.75	$ 84.40	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 152.63	$ 140.00	$ 161.65	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 71.94	$ 56.00	$ 73.08	$ 57.00	$ 71.86	$ 57.00	$ 70.23	$ 57.00
$ 73.44	$ 57.50	$ 74.58	$ 59.50	$ 74.36	$ 57.00	$ 70.23	$ 57.00
$ 103.94	$ 88.00	$ 105.08	$ 85.00	$ 99.86	$ 86.00	$ 99.23	$ 86.00
$ 74.74	$ 58.80	$ 75.88	$ 64.00	$ 78.86	$ 58.95	$ 72.18	$ 58.95
$ 74.74	$ 58.80	$ 75.88	$ 66.00	$ 80.86	$ 58.95	$ 72.18	$ 58.95
$ 78.69	$ 62.75	$ 79.83	$ 70.00	$ 84.86	$ 66.00	$ 79.23	$ 66.00
$ 78.69	$ 62.75	$ 79.83	$ 72.00	$ 86.86	$ 66.00	$ 79.23	$ 66.00
$ 78.69	$ 62.75	$ 79.83	$ 70.00	$ 84.86	$ 65.00	$ 78.23	$ 65.00
$ 155.94	$ 140.00	$ 157.08					
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 91.89			$ 60.00	$ 83.76	$ 51.00	$ 69.65	
$ 91.89			$ 62.00	$ 85.76	$ 52.25	$ 70.90	
$ 120.89			$ 80.00	$ 103.76	$ 77.00	$ 95.65	
$ 93.84			$ 68.00	$ 91.76	$ 59.75	$ 78.40	
$ 93.84			$ 68.00	$ 91.76	$ 59.75	$ 78.40	
$ 100.89			$ 72.00	$ 95.76	$ 62.50	$ 81.15	
$ 100.89			$ 72.00	$ 95.76	$ 63.50	$ 82.15	
$ 99.89			$ 80.00	$ 103.76	$ 62.50	$ 81.15	
	$ 125.00	$ 163.25					
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Cobleskill Stone Products**
Pick up Location	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	145 Cordell Rd Schen	Rt 30 Schoharie
Item	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**
403.11 Type 1 Base	$ 63.40	$ 68.27	$ 64.06	$ 64.30	$ 71.19
403.13 Type 3 Binder	$ 64.90	$ 69.77	$ 65.56	$ 65.80	$ 73.69
403.15 Shim Course	$ 95.40	$ 100.27	$ 96.06	$ 96.30	$ 99.19
403.16 Type 6 Top	$ 66.20	$ 71.07	$ 66.86	$ 67.10	$ 78.19
403.1701 Type 6F Top (High Marshall Design)	$ 66.20	$ 71.07	$ 66.86	$ 67.10	$ 80.19
403.18 Type 7 Top	$ 70.15	$ 75.02	$ 70.81	$ 71.05	$ 84.19
403.1901 Type 7F (High Friction Design)	$ 70.15	$ 75.02	$ 70.81	$ 71.05	$ 86.19
403.21 Asphalt Concrete Truing & Leveling	$ 70.15	$ 75.02	$ 70.81	$ 71.05	$ 84.19
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 147.40	$ 152.27	$ 148.06	$ 148.30	
403.2040 Winter Mix W/Fiber					
Mileage cost					

Heidelberg Material	**Heidelberg Material**	**Century Aggregates**	**Troy Sand & Gravel**	**New Castle Asphalt**	
154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mileage**	
$ 72.70	$ 65.30		$ 80.69	$ 63.27	
$ 72.70	$ 65.30		$ 82.69	$ 64.52	
$ 101.70	$ 94.30		$ 100.69	$ 89.27	
$ 74.65	$ 67.25		$ 88.69	$ 72.02	
$ 74.65	$ 67.25		$ 88.69	$ 72.02	
$ 81.70	$ 74.30		$ 92.69	$ 74.77	
$ 81.70	$ 74.30		$ 92.69	$ 75.77	
$ 80.70	$ 73.30		$ 100.69	$ 74.77	
		$ 158.20			

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 67.13	$ 56.00	$ 67.31	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 68.63	$ 57.50	$ 68.81	$ 57.50
403.15 Shim Course	$ 88.00	$ 99.13	$ 88.00	$ 99.31	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 69.93	$ 58.80	$ 70.11	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 69.93	$ 58.80	$ 70.11	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 73.88	$ 62.75	$ 74.06	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 73.88	$ 62.75	$ 74.06	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 73.88	$ 62.75	$ 74.06	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 151.13	$ 140.00	$ 151.31	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	$ 11.13		$ 11.31		$ 8.31

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 64.31	$ 56.00	$ 61.53	$ 57.00	$ 69.09	$ 57.00	$ 70.62	$ 57.00
$ 65.81	$ 57.50	$ 63.03	$ 59.50	$ 71.59	$ 57.00	$ 70.62	$ 57.00
$ 96.31	$ 88.00	$ 93.53	$ 85.00	$ 97.09	$ 86.00	$ 99.62	$ 86.00
$ 67.11	$ 58.80	$ 64.33	$ 64.00	$ 76.09	$ 58.95	$ 72.57	$ 58.95
$ 67.11	$ 58.80	$ 64.33	$ 66.00	$ 78.09	$ 58.95	$ 72.57	$ 58.95
$ 71.06	$ 62.75	$ 68.28	$ 70.00	$ 82.09	$ 66.00	$ 79.62	$ 66.00
$ 71.06	$ 62.75	$ 68.28	$ 72.00	$ 84.09	$ 66.00	$ 79.62	$ 66.00
$ 71.06	$ 62.75	$ 68.28	$ 70.00	$ 82.09	$ 65.00	$ 78.62	$ 65.00
$ 148.31	$ 140.00	$ 145.53					
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	5.53		12.09		13.62		5.83

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 62.83			$ 60.00	$ 79.85	$ 51.00	$ 59.42	
$ 62.83			$ 62.00	$ 81.85	$ 52.25	$ 60.67	
$ 91.83			$ 80.00	$ 99.85	$ 77.00	$ 85.42	
$ 64.78			$ 68.00	$ 87.85	$ 59.75	$ 68.17	
$ 64.78			$ 68.00	$ 87.85	$ 59.75	$ 68.17	
$ 71.83			$ 72.00	$ 91.85	$ 62.50	$ 70.92	
$ 71.83			$ 72.00	$ 91.85	$ 63.50	$ 71.92	
$ 70.83			$ 80.00	$ 99.85	$ 62.50	$ 70.92	
	$ 125.00	$ 160.61					
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	35.61		19.85		8.42		

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 60.75	$ 56.00	$ 73.20	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 62.25	$ 57.50	$ 74.70	$ 57.50
403.15 Shim Course	$ 88.00	$ 92.75	$ 88.00	$ 105.20	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 63.55	$ 58.80	$ 76.00	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 63.55	$ 58.80	$ 76.00	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 67.50	$ 62.75	$ 79.95	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 67.50	$ 62.75	$ 79.95	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 67.50	$ 62.75	$ 79.95	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 144.75	$ 140.00	$ 157.20	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 66.35	$ 56.00	$ 72.48	$ 57.00	$ 75.89	$ 57.00	$ 77.39	$ 57.00
$ 67.85	$ 57.50	$ 73.98	$ 59.50	$ 78.39	$ 57.00	$ 77.39	$ 57.00
$ 98.35	$ 88.00	$ 104.48	$ 85.00	$ 103.89	$ 86.00	$ 106.39	$ 86.00
$ 69.15	$ 58.80	$ 75.28	$ 64.00	$ 82.89	$ 58.95	$ 79.34	$ 58.95
$ 69.15	$ 58.80	$ 75.28	$ 66.00	$ 84.89	$ 58.95	$ 79.34	$ 58.95
$ 73.10	$ 62.75	$ 79.23	$ 70.00	$ 88.89	$ 66.00	$ 86.39	$ 66.00
$ 73.10	$ 62.75	$ 79.23	$ 72.00	$ 90.89	$ 66.00	$ 86.39	$ 66.00
$ 73.10	$ 62.75	$ 79.23	$ 70.00	$ 88.89	$ 65.00	$ 85.39	$ 65.00
$ 150.35	$ 140.00	$ 156.48					
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 73.60			$ 60.00	$ 78.22	$ 51.00	$ 63.51	
$ 73.60			$ 62.00	$ 80.22	$ 52.25	$ 64.76	
$ 102.60			$ 80.00	$ 98.22	$ 77.00	$ 89.51	
$ 75.55			$ 68.00	$ 86.22	$ 59.75	$ 72.26	
$ 75.55			$ 68.00	$ 86.22	$ 59.75	$ 72.26	
$ 82.60			$ 72.00	$ 90.22	$ 62.50	$ 75.01	
$ 82.60			$ 72.00	$ 90.22	$ 63.50	$ 76.01	
$ 81.60			$ 80.00	$ 98.22	$ 62.50	$ 75.01	
	$ 125.00	$ 155.19					
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		

Town of Westerlo 671 CR401 Westerlo NY 12193					
Pick up Location	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Item	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
403.11 Type 1 Base	$ 56.00	$ 65.02	$ 56.00	$ 75.91	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 66.52	$ 57.50	$ 77.41	$ 57.50
403.15 Shim Course	$ 88.00	$ 97.02	$ 88.00	$ 107.91	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 67.82	$ 58.80	$ 78.71	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 67.82	$ 58.80	$ 78.71	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 71.77	$ 62.75	$ 82.66	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 71.77	$ 62.75	$ 82.66	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 71.77	$ 62.75	$ 82.66	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 149.02	$ 140.00	$ 159.91	$ 140.00
403.2040 Winter Mix W/Fiber					
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65

Pick up Location	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	$ 9.02		$ 19.91		$ 13.65

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
$ 69.65	$ 56.00	$ 72.42	$ 57.00	$ 70.98	$ 57.00	$ 71.92	$ 57.00
$ 71.15	$ 57.50	$ 73.92	$ 59.50	$ 73.48	$ 57.00	$ 71.92	$ 57.00
$ 101.65	$ 88.00	$ 104.42	$ 85.00	$ 98.98	$ 86.00	$ 100.92	$ 86.00
$ 72.45	$ 58.80	$ 75.22	$ 64.00	$ 77.98	$ 58.95	$ 73.87	$ 58.95
$ 72.45	$ 58.80	$ 75.22	$ 66.00	$ 79.98	$ 58.95	$ 73.87	$ 58.95
$ 76.40	$ 62.75	$ 79.17	$ 70.00	$ 83.98	$ 66.00	$ 80.92	$ 66.00
$ 76.40	$ 62.75	$ 79.17	$ 72.00	$ 85.98	$ 66.00	$ 80.92	$ 66.00
$ 76.40	$ 62.75	$ 79.17	$ 70.00	$ 83.98	$ 65.00	$ 79.92	$ 65.00
$ 153.65	$ 140.00	$ 156.42					
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
	16.42		13.98		14.92		14.53

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
$ 71.53			$ 60.00	$ 80.45	$ 51.00	$ 66.28
$ 71.53			$ 62.00	$ 82.45	$ 52.25	$ 67.53
$ 100.53			$ 80.00	$ 100.45	$ 77.00	$ 92.28
$ 73.48			$ 68.00	$ 88.45	$ 59.75	$ 75.03
$ 73.48			$ 68.00	$ 88.45	$ 59.75	$ 75.03
$ 80.53			$ 72.00	$ 92.45	$ 62.50	$ 77.78
$ 80.53			$ 72.00	$ 92.45	$ 63.50	$ 78.78
$ 79.53			$ 80.00	$ 100.45	$ 62.50	$ 77.78
	$ 125.00	$ 159.64				
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
	34.64		20.45		15.28	

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 68.09	$ 56.00	$ 77.17	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 69.59	$ 57.50	$ 78.67	$ 57.50
403.15 Shim Course	$ 88.00	$ 100.09	$ 88.00	$ 109.17	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 70.89	$ 58.80	$ 79.97	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 70.89	$ 58.80	$ 79.97	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 74.84	$ 62.75	$ 83.92	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 74.84	$ 62.75	$ 83.92	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 74.84	$ 62.75	$ 83.92	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 152.09	$ 140.00	$ 161.17	$ 140.00
403.2040 Winter Mix W/Fiber					
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 70.38	$ 56.00	$ 64.12	$ 57.00	$ 64.04	$ 57.00	$ 65.54	$ 57.00
$ 71.88	$ 57.50	$ 65.62	$ 59.50	$ 66.54	$ 57.00	$ 65.54	$ 57.00
$ 102.38	$ 88.00	$ 96.12	$ 85.00	$ 92.04	$ 86.00	$ 94.54	$ 86.00
$ 73.18	$ 58.80	$ 66.92	$ 64.00	$ 71.04	$ 58.95	$ 67.49	$ 58.95
$ 73.18	$ 58.80	$ 66.92	$ 66.00	$ 73.04	$ 58.95	$ 67.49	$ 58.95
$ 77.13	$ 62.75	$ 70.87	$ 70.00	$ 77.04	$ 66.00	$ 74.54	$ 66.00
$ 77.13	$ 62.75	$ 70.87	$ 72.00	$ 79.04	$ 66.00	$ 74.54	$ 66.00
$ 77.13	$ 62.75	$ 70.87	$ 70.00	$ 77.04	$ 65.00	$ 73.54	$ 65.00
$ 154.38	$ 140.00	$ 148.12					
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 66.62			$ 60.00	$ 81.11	$ 51.00	$ 66.94	
$ 66.62			$ 62.00	$ 83.11	$ 52.25	$ 68.19	
$ 95.62			$ 80.00	$ 101.11	$ 77.00	$ 92.94	
$ 68.57			$ 68.00	$ 89.11	$ 59.75	$ 75.69	
$ 68.57			$ 68.00	$ 89.11	$ 59.75	$ 75.69	
$ 75.62			$ 72.00	$ 93.11	$ 62.50	$ 78.44	
$ 75.62			$ 72.00	$ 93.11	$ 63.50	$ 79.44	
$ 74.62			$ 80.00	$ 101.11	$ 62.50	$ 78.44	
	$ 125.00	$ 163.49					
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		

Town of Knox 1411 Township Road SR 146 Knox NY 12107					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 69.71	$ 56.00	$ 75.07	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 71.21	$ 57.50	$ 76.57	$ 57.50
403.15 Shim Course	$ 88.00	$ 101.71	$ 88.00	$ 107.07	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 72.51	$ 58.80	$ 77.87	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 72.51	$ 58.80	$ 77.87	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 76.46	$ 62.75	$ 81.82	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 76.46	$ 62.75	$ 81.82	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 76.46	$ 62.75	$ 81.82	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 153.71	$ 140.00	$ 159.07	$ 140.00
403.2040 Winter Mix W/Fiber					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	$ 13.71		$ 19.07		$ 17.14

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 73.14	$ 56.00	$ 60.69	$ 57.00	$ 64.22	$ 57.00	$ 66.14	$ 57.00
$ 74.64	$ 57.50	$ 62.19	$ 59.50	$ 66.72	$ 57.00	$ 66.14	$ 57.00
$ 105.14	$ 88.00	$ 92.69	$ 85.00	$ 92.22	$ 86.00	$ 95.14	$ 86.00
$ 75.94	$ 58.80	$ 63.49	$ 64.00	$ 71.22	$ 58.95	$ 68.09	$ 58.95
$ 75.94	$ 58.80	$ 63.49	$ 66.00	$ 73.22	$ 58.95	$ 68.09	$ 58.95
$ 79.89	$ 62.75	$ 67.44	$ 70.00	$ 77.22	$ 66.00	$ 75.14	$ 66.00
$ 79.89	$ 62.75	$ 67.44	$ 72.00	$ 79.22	$ 66.00	$ 75.14	$ 66.00
$ 79.89	$ 62.75	$ 67.44	$ 70.00	$ 77.22	$ 65.00	$ 74.14	$ 65.00
$ 157.14	$ 140.00	$ 144.69					
Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	4.69		7.22		9.14		5.29

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 62.29			$ 60.00	$ 77.08	$ 51.00	$ 65.44	
$ 62.29			$ 62.00	$ 79.08	$ 52.25	$ 66.69	
$ 91.29			$ 80.00	$ 97.08	$ 77.00	$ 91.44	
$ 64.24			$ 68.00	$ 85.08	$ 59.75	$ 74.19	
$ 64.24			$ 68.00	$ 85.08	$ 59.75	$ 74.19	
$ 71.29			$ 72.00	$ 89.08	$ 62.50	$ 76.94	
$ 71.29			$ 72.00	$ 89.08	$ 63.50	$ 77.94	
$ 70.29			$ 80.00	$ 97.08	$ 62.50	$ 76.94	
	$ 125.00	$ 163.67					
Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	38.67		17.08		14.44		

City of Albany Rapp Road Landfill Albany NY 12205						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
403.11 Type 1 Base	$ 56.00	$ 65.62	$ 56.00	$ 64.03	$ 56.00	$ 62.62
403.13 Type 3 Binder	$ 57.50	$ 67.12	$ 57.50	$ 65.53	$ 57.50	$ 64.12
403.15 Shim Course	$ 88.00	$ 97.62	$ 88.00	$ 96.03	$ 88.00	$ 94.62
403.16 Type 6 Top	$ 58.80	$ 68.42	$ 58.80	$ 66.83	$ 58.80	$ 65.42
403.1701 Type 6F Top (High Marshall Des	$ 58.80	$ 68.42	$ 58.80	$ 66.83	$ 58.80	$ 65.42
403.18 Type 7 Top	$ 62.75	$ 72.37	$ 62.75	$ 70.78	$ 62.75	$ 69.37
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 72.37	$ 62.75	$ 70.78	$ 62.75	$ 69.37
403.21 Asphalt Concrete Truing & Levelin	$ 62.75	$ 72.37	$ 62.75	$ 70.78	$ 62.75	$ 69.37
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch	$ 140.00	$ 149.62	$ 140.00	$ 148.03	$ 140.00	$ 146.62
15402.2050M Duropatch						
403.2040 Winter Mix W/Fiber						
QPR Duropatch/Cold Patch						
Winter Cold Patch 50# Bags						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
Price Per Ton	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
$ 56.00	$ 62.74	$ 57.00	$ 81.99	$ 57.00	$ 76.91	$ 57.00	$ 64.64
$ 57.50	$ 64.24	$ 59.50	$ 84.49	$ 57.00	$ 76.91	$ 57.00	$ 64.64
$ 88.00	$ 94.74	$ 85.00	$ 109.99	$ 86.00	$ 105.91	$ 86.00	$ 93.64
$ 58.80	$ 65.54	$ 64.00	$ 88.99	$ 58.95	$ 78.86	$ 58.95	$ 66.59
$ 58.80	$ 65.54	$ 66.00	$ 90.99	$ 58.95	$ 78.86	$ 58.95	$ 66.59
$ 62.75	$ 69.49	$ 70.00	$ 94.99	$ 66.00	$ 85.91	$ 66.00	$ 73.64
$ 62.75	$ 69.49	$ 72.00	$ 96.99	$ 66.00	$ 85.91	$ 66.00	$ 73.64
$ 62.75	$ 69.49	$ 70.00	$ 94.99	$ 65.00	$ 84.91	$ 65.00	$ 72.64
$ 140.00	$ 146.74						
Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	

Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
Price Per Ton	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ M**
			$ 60.00	$ 67.64	$ 70.00	$ 51.00	$ 58.46
			$ 62.00	$ 69.64	$ 72.00	$ 52.25	$ 59.71
			$ 80.00	$ 87.64	$ 90.00	$ 77.00	$ 84.46
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 67.21
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 67.21
			$ 72.00	$ 79.64	$ 82.00	$ 62.50	$ 69.96
			$ 72.00	$ 79.64	$ 82.00	$ 63.50	$ 70.96
			$ 80.00	$ 87.64	$ 90.00	$ 62.50	$ 69.96
$ 125.00	$ 157.30	$ 145.00					
Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	

Century Aggregates	Century Aggregates	Century Aggregates	Troy Sand & Gravel	Troy Sand & Gravel	Troy Sand & Gravel	New Castle Asphalt	New Castle Asphalt
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	

New Castle Asphalt
230 Riverside Ave Rennsselaer
Delivered
$ 60.00
$ 61.25
$ 86.00
$ 68.75
$ 68.75
$ 71.50
$ 72.50
$ 71.50
New Castle Asphalt

City of Albany 1 Conners Blvd, Albany Ny 12204						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
403.11 Type 1 Base	$ 56.00	$ 63.91	$ 56.00	$ 60.39	$ 56.00	$ 58.41
403.13 Type 3 Binder	$ 57.50	$ 65.41	$ 57.50	$ 61.89	$ 57.50	$ 59.91
403.15 Shim Course	$ 88.00	$ 95.91	$ 88.00	$ 92.39	$ 88.00	$ 90.41
403.16 Type 6 Top	$ 58.80	$ 66.71	$ 58.80	$ 63.19	$ 58.80	$ 61.21
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 66.71	$ 58.80	$ 63.19	$ 58.80	$ 61.21
403.18 Type 7 Top	$ 62.75	$ 70.66	$ 62.75	$ 67.14	$ 62.75	$ 65.16
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 70.66	$ 62.75	$ 67.14	$ 62.75	$ 65.16
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 70.66	$ 62.75	$ 67.14	$ 62.75	$ 65.16
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch	$ 140.00	$ 147.91	$ 140.00	$ 144.39	$ 140.00	$ 142.41
15402.2050M Duropatch						
403.2040 Winter Mix W/Fiber						
QPR Duropatch/Cold Patch						
Winter Cold Patch 50# Bags						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
Price Per Ton	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
$ 56.00	$ 67.67	$ 57.00	$ 78.23	$ 57.00	$ 79.74	$ 57.00	$ 70.83
$ 57.50	$ 69.17	$ 59.50	$ 80.73	$ 57.00	$ 79.74	$ 57.00	$ 70.83
$ 88.00	$ 99.67	$ 85.00	$ 106.23	$ 86.00	$ 108.74	$ 86.00	$ 99.83
$ 58.80	$ 70.47	$ 64.00	$ 85.23	$ 58.95	$ 81.69	$ 58.95	$ 72.78
$ 58.80	$ 70.47	$ 66.00	$ 87.23	$ 58.95	$ 81.69	$ 58.95	$ 72.78
$ 62.75	$ 74.42	$ 70.00	$ 91.23	$ 66.00	$ 88.74	$ 66.00	$ 79.83
$ 62.75	$ 74.42	$ 72.00	$ 93.23	$ 66.00	$ 88.74	$ 66.00	$ 79.83
$ 62.75	$ 74.42	$ 70.00	$ 91.23	$ 65.00	$ 87.74	$ 65.00	$ 78.83
$ 140.00	$ 151.67						
Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	

Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
Price Per Ton	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/**
			$ 60.00	$ 67.64	$ 70.00	$ 51.00	$ 55.09
			$ 62.00	$ 69.64	$ 72.00	$ 52.25	$ 56.34
			$ 80.00	$ 87.64	$ 90.00	$ 77.00	$ 81.09
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 63.84
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 63.84
			$ 72.00	$ 79.64	$ 82.00	$ 62.50	$ 66.59
			$ 72.00	$ 79.64	$ 82.00	$ 63.50	$ 67.59
			$ 80.00	$ 87.64	$ 90.00	$ 62.50	$ 66.59
$ 125.00	$ 153.87	$ 145.00					
Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	

Century Aggregates	Century Aggregates	Century Aggregates	Troy Sand & Gravel	Troy Sand & Gravel	Troy Sand & Gravel	New Castle Asphalt	New Castle Asphalt
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	

COUNTY OF ALBANY

REQUEST FOR BIDS

ALBANY COUNTY PURCHASING COOPERATIVE

RFB #2026-026

CRUSHED STONE

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

TITLE: CRUSHED STONE RFB NUMBER: 2026-026

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 # 2026-026

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 #2026-026

Sealed Bids for Crushed Stone as requested by Albany County Purchasing Cooperative 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, February 26, 2026

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 **February 12, 2026.**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
February 3, 2026

PUBLISH ONE DAY – February 12, 2026 -- THE EVANGELIST
PUBLISH ONE DAY – February 12, 2026 -- 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: ***CRUSHED STONE***
1.2 Requesting Department: ***ALBANY COUNTY PURCHASING COOPERATIVE***
1.3 Bid Number: **2026-026**

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **CRUSHED STONE** as requested by **ALBANY COUNTY PURCHASING COOPERATIVE.**

2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

2.3 This Request for Bids is a cooperative venture among Albany County, City of Albany, Town of Coeymans, Town of Berne, Town Guilderland, Town of Knox, Town of New Scotland, and Town of Westerlo. Any pricing offered to Albany County under this RFB shall be extended to these agencies.

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 ***11:00am Thursday February 26, 2026*,** 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 May 1, 2026 – April 30, 2027, 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 IN USE

SECTION 9: DISQUALIFICATION

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

(a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

(b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.

(c) Bidder's default under previous contracts with the County.

(d) Bidder's unsatisfactory work on previous contracts with the County.

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

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

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

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

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

SECTION 10: NOT IN USE

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

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

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

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

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

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, ***Room 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) Albany County shall be named as an additional named insured on all liability, policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 20: INDEMNIFICATION

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

intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

22.2 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 IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or

conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: NOT IN USE

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

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

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

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best

Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: NOT IN USE

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
CRUSHED STONE
RFB-2026-026
DETAILED SPECIFICATIONS

It is the intent of these specifications to solicit bids from responsible bidders for **Crushed Stone** where and when directed by the Commissioner of the Albany County Department of Public Works hereinafter referred to as the "County". Material specifications are the New York State Department of Transportation specifications of May 1, 2008, hereinafter referred to as "NYSDOT", or as modified by the County.

1. **MATERIAL:**

All material shall comply with the Applicable Specifications of items listed by the NYSDOT Standard Specifications of May 1, 2008

2. **ESCALATION CLAUSE:**

This is a fixed unit price bid and the awarded bidder will not be entitled to extra reimbursement due to price escalation or for cost of inflation.

3. **PAYMENT:**

Payment will be made on a per ton basis. Weigh slips for each truck load will be supplied to the County at the time of pick up.

4. **F.O.B. POINT:**

1.) All materials with the exception of items designated as delivered on the bid form, will be picked up by the County at the awarded facility, as specified on the bid form as "Pick-Up Location." All prices for these items must be quoted F.O.B. Pick-up Location. Prices for DELIVERED MATERIALS must be quoted F.O.B. destination to County delivery locations as specified on the bid form. All items awarded to a vendor must be available for the duration of the specified bid period. Vendors not supplying products during the specified bid term may forfeit future bid awards with Albany County. **Products that are awarded and not supplied by the awarded vendor will be purchased on the open market and the cost difference will be billed back to the original awarded vendor for the remainder of the bid period.**

5. **DELIVERY:**

1) Municipalities will generally pick up materials at the plant location. In the event the municipalities need the product delivered the vendor is to note on each bid form the additional price per ton for delivery for any item that is noted as pick up FOB. For billing: the vendors will bill the item at the pick-up price that was awarded and then the additional price per ton for delivery.

6. **AWARD STIPULATIONS:**

a. Award of items under this bid will be made to the bidder who will provide the items at the lowest total cost to the County. The distance that Albany County vehicles must travel to (and from) the awarded bidder's pick-up location to obtain the materials, and the cost associated therewith, will be considered as a component of total cost during bid evaluation and award. **Mileage is listed on the attached form showing the total round trip from facility location to plant location. In the event a vendor bids a pick up location that is not listed in this form the County reserves the right to determine the mileage during the review process.**

b. The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County. Awards may be made separately for each municipality, if it is in the best interest of the County.

6. **DIVISION LOCATIONS:**

Alb. Co. Colonie: 103 Heritage Lane**,** Albany, NY 12212
Alb. CoBerne: County Route 2, 821 Cole Hill Road, East Berne, NY 12059
Alb. Co. Coeymans: 156 County Route 111, Alcove, NY 12007
Alb. Co. Knox: 1296 Township Road, Knox, NY 12107
Alb. Co. New Scotland: 449 New Salem Road, Voorheesville, NY 12186
Alb. Co. Rensselaerville:265 County Route 357, Medusa, NY 12120
Alb. Co.Westerlo: 19 County Route 410, Westerlo, NY 12193
Town of Berne: #1811 Helderberg Trail Highway Department, Berne NY
Town of Coeymans: 1305 St. Rte. 143 Coeymans Hollow, NY 12046
Town of Guilderland: 6338 French's Mill Road, Guilderland Center NY 12085
Town of Knox: 1411 Township Rd., St Rte 146, Knox NY 12107
Town of New Scotland: 2029 New Scotland Rd, Slingerlands NY 12159
Town of Westerlo: 671 County Road 401 Westerlo NY 12193
City of Albany: Rapp Road Landfill, Albany NY 12205
City of Albany: 1 Conners Blvd, Albany NY 12204

7. **ESTIMATED PURCHASE:**

Estimates are listed in separate attachment.
These are estimates only and not to be considered minimum or maximum purchases.

Municipality	Crushed Stone	Tons
Albany County Division		
Colonie 103 Heritage Lane	Crusher Run	300
	Light Stone Fill	120
Albany County Division		
New Scotland 449 New Salem Road	Crusher Run	500
	Light Stone Fill	350
	Medium Stone Fill	150
Albany County Division		
Coeymans 145 County Rt 111	Crusher Run	500
Coeymans 145 County Rt 111	Light Stone Fill	500
Westerlo 19 County Route 410	Medium Stone Fill	500
	#4 Gravel	100
Albany County Division		
Berne 821 Cole Hill Road	Crusher Run	500
Knox 1296 Township Road	Light Stone Fill	500
	Medium Stone Fill	500
Albany County Division		
Rensselaerville 265 County Rt 357	Large Stone Fill	500
	Crusher Run	500
City of Albany		
	1A Washed	1100
	1B Washed	500
	#2	500
	#3	2500
	Crusher Run 3/4in	1500
	Riprap	250
	Stone Dust	600
	Yellow Sand	500
Town of Berne	Crusher Run	6000
	1A	3000
Town of Coeymans	Crusher Run	1000
	#4	2000
	#3	25
Town of Guilderland		
	1A	200
	#1	200
	#2	200
	#3	300
	Light stone Fill	250
	Crusher Run	150
Town of Knox	Crusher Run	1000

Municipality	Crushed Stone	Tons
	1A	750
	1B	750
	Stone Dust	300
Town of New Scotland	1A Washed	100
	1B Washed	100
	Light Stone Fill	100
	Crusher Run	6,000
	Item#4 Gravel	200
Town of Westerlo	1B Washed	3000
	1A Washed	300
	Crusher Run	3000
Usage are estimates only and are not to be considered minimum or maximum purchases.		

2026 Mileage for Asphalt and Stone Bids (Round Trip Miles to and from Vendor)

		Berne	Coeyman CR 111	Colonie	Knox	New Scotland	Rensselaerville	Westerlo	Town of Berne	Town of Knox	Town Coeymens	Town Westerlo	Town New Scot	Town Guilderland	Albany Connors Blvd	Albany Rapp Rd
Albany Asphalt/Callanan	**Port of Albany**	42	39	26	58	28	53	41	47.8	57	34.4	45.4	26.8	27.6	8	22
Callanan Ind.	**South Beth.**	35.2	13.6	44	45	29.6	42	30	40.2	45.6	15.8	30	24.6	37	26.3	32
Callanan Ind.	**Watervliet**	72.4	60	14	64	48	72	63.4	70.4	63.4	57.2	66.2	40.8	37.6	14.6	26.7
Callanan Ind.	**Schenectady/ Kings Rd**	51.6	58	14	33.6	27	67.1	54.4	45.4	34.4	53.4	56.6	27.8	18	33.4	16.4
Callanan Ind.	**Amsterdam**	69.6	95	45	34	61.2	67.2	76	65	35	95.4	95.4	89	51	65	52.8
Carver Sand & Gravel	**Altamont**	31	54	28	8	26	56.8	52.6	31	7.4	54.8	53.1	27.6	18.4	38.8	22.4
Carver Sand & Gravel	**Halfmoon**	76	70	26	58	46	86	84	71.4	58.6	70	74.5	51	45.8	27.4	32.8
Carver Sand & Gravel	**Middleburg**	36	80	75	30	56	44	51	28.4	29.4	67.8	49.6	52.2	45.3	75.6	88.1
Carver Sand & Gravel	**LaFarge Quarry 1916 US Rte 9W Ravena**	44.6	17.8	42.6	55.6	35.8	44.2	34.6	48	53.6	14.6	35.4	26.8	50.6	25.6	59.6
Cobleskill Stone	**Schoharie**	31	85	81	25.4	62	49.4	46	23.4	24	62.8	46.5	47.2	40.2	70.6	83.1
Gorman Brothers	**200 Church St, Port of Albany**	44	40	27	54	28	54	45	50.6	54.6	35.2	45.5	30	33	7	20
New Castle	**230 Riverside Ave Rensslear**	51	45.4	23	46.8	38.6	62	48.6	53	48	41.6	50.8	40.8	28	8	24.8
Pekham	**Catskill**	75.2	53.2	91	87	78.6	72	55.5	83.4	87.6	56	58	82.6	79.6	91.2	83.6
Peter Freuh	**Feura Bush**	30	21	36	45.4	22	37	28	35	46.6	18	31.4	25.6	27.4	77.6	86.9
Troy Sand & Gravel	**West Sand Lake**	66.6	60	35	56.2	48.6	79	63.3	70.2	56.8	60.6	68	68.8	66	25.4	25.4
Wm Larned & Sons	**Schenectady**	42	69.8	29	25	35.3	65	61	36.9	25.6	48.3	61.4	35.8	19.4	36.7	28.7
Wm Larned & Sons	**SR 158 Altamont NY 12009 (Guild)**	26.6	44.4	27.8	14	17.4	55	45.2	30	15	47	50.2	18.8	6	33.4	23.4
Dolmite	**Altamont**	31	54	28	15	26	56.8	52.6	27	15.6	54.8	54.6	27.6	18.4	38.8	22.4
Cranseville Block	**Scotia**	45.8	77.4	36	33.2	36.4	90.8	67	49.2	41.2	74.2	67.4	48	25	43.8	31.8
RJ Valente	**118 Button Rd Waterford NY 12188**	76	73	25.2	59	47.2	86.2	76.8	82	60.2	68.6	77.4	49	43.8	30.4	49.4
RJ Valente	**3349 Rte2 Cropseyville NY**	82.8	65.8	36.2	70.2	58.4	90	80.4	86.2	71.2	72.2	81.2	55.6	56	35.6	61.6
RJ Valente	**8 Jennifer Drive Wynantskill NY**	66.4	58.6	23.6	57.6	48.4	73.6	64	69.8	58.6	56	64.8	39.4	43.2	19.2	55.8

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Crushed Stone
Bid Number: 2026-026

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

   Date Number

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

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

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.

6. The following documents are attached to and made a condition of this Bid:

   (a) Non-Collusive Bidding Certificate (Attachment "A")

   (b) Acknowledgment by Bidder (Attachment "B")

   (c) Vendor Responsibility Questionnaire (Attachment "C")

   (d) Iranian Energy Divestment Certification (Attachment "D")

   (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")

7. Communication concerning this Bid shall be addressed to:

_____

_____

_____

Phone: _____ Fax: _____

E-mail: _____

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

BID FORM

BID IDENTIFICATION:

Title: Crushed Stone
Bid Number: 2026-026

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

Albany County Colonie 103 Heritage Lane, Colonie NY 12212		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Albany County Coeymans 145 CR 111, Alcove NY 12007		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Albany County Westerlo 19 CR 410 Westerlo NY 12193		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Albany County Rensselaerville 265 CR 357 Medusa NY 12120		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Town of Westerlo 671 CR401 Westerlo NY 12193		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

Town of Knox 1411 Township Road SR 146 Knox NY 12107		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

City of Albany Rapp Road Landfill Albany NY 12205		
Pick up Location		
Item	**Pick Up Price Per Ton**	**Delivered Price Per Ton**
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone DusT for Compaction 3/4"		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Rip Rap		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

City of Albany 1 Conners Blvd, Albany Ny 12204		
Pick up Location		
Item	**Pick Up Price Per Ton**	**Delivered Price Per Ton**
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction 3/4"		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Rip Rap		
Stone Fill Extra Heavy	**Delivered**	
Item#4 Gravel	**Delivered**	
Screenings Snow & Ice Control	**Delivered**	
1B Washed Snow & Ice Control	**Delivered**	
Additional delivery price per ton for any item that is priced for Pick Up	$	
Vendor:		
Phone:		
Fax:		

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☐ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☐ No

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

Title

Sworn before me this _____ day of _____, 20___;

_____
Notary Public

_____
Printed Name

_____
Signature

_____
Date

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

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

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

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

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

_____
Signature

_____
Title

_____ _____
Date Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

_____

Phone Number(s): _____

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

_____

_____

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

_____

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Contract #: 2026-0526

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works Maintenance of Roads and Bridges D5110

Date Submitted: 04/02/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Public Works Maintenance of Roads and Bridges D5110

Estimated Amount: 50000

Scope of Services: Asphalt Materials

Budget Line Item: D5110.44077

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

_____ _____

Budget Analyst Date

For Contract Board Use:

_____

Date Approved

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

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: April 2, 2026

Re: RFB #2026-027 Asphalt Material

The Public Works Department respectfully requests approval of awards for the 2025 Asphalt Material Only Bid (RFB #2026-027) as per the attached highlighted spreadsheets. The term of this award is for the period of one (1) year (5/1/26-4/30/27) and shall not exceed $50,000.

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

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

Please contact my office if further information is needed.

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: **Pamela O'Neil Purchasing Agent**

FROM: **Scott Duncan, Deputy Commissioner**

DATE: **April 2, 2026**

RE: **RFB#2026-027 Asphalt Materials**

I have reviewed the bid results for the above-mentioned RFB. I would like to recommend the low bidder per item and location as highlighted on the attached spreadsheets. The amount will not exceed $50,000.00.

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

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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan, Deputy Commissioner
DPW

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: April 2, 2025

RE: RFB 2026-027 Asphalt Material Only

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

As the vendors listed are the low responsive and responsible bidder, I concur with your recommendation.

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

DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: **Pamela O'Neil Purchasing Agent**

FROM: **Scott Duncan, Deputy Commissioner**

DATE: **April 2, 2026**

RE: **RFB#2026-027 Asphalt Materials**

I have reviewed the bid results for the above-mentioned RFB. I would like to recommend the low bidder per item and location as highlighted on the attached spreadsheets. The amount will not exceed $50,000.00.

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

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212		
	Callanan	**New Castle Asphalt**
Pick up Location	100 Crabapple Lane Watervliet	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base		$ 51.00
403.13 Type 3 Binder		$ 52.25
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186		
	Callanan	**New Castle Asphalt**
Pick up Location	145 Cordell Rd Schene	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base		$ 51.00
403.13 Type 3 Binder		$ 52.25
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Albany County Coeymans 145 CR 111, Alcove NY 12007		
	Callanan	**New Castle Asphalt**
Pick up Location	95 CR-101 Selkirk	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Albany County Westerlo 19 CR 410 Westerlo NY 12193		
	Callanan	**New Castle Asphalt**
Pick up Location	95 CR-101 Selkirk	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059		
	Callanan	**New Castle Asphalt**
Pick up Location	145 Cordell Rd Schene	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107		
	Callanan	**New Castle Asphalt**
Pick up Location	145 Cordell Rd Schene	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Albany County Rensselaerville 265 CR 357 Medusa NY 12120		
	Callanan	**New Castle Asphalt**
Pick up Location	95 CR-101 Selkirk	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159		
	Callanan	**New Castle Asphalt**
Pick up Location	95 CR-101 Selkirk	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base		$ 51.00
403.13 Type 3 Binder		$ 52.25
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085

	Callanan	New Castle Asphalt
Pick up Location	145 Cordell Rd Schene	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base		$ 51.00
403.13 Type 3 Binder		$ 52.25
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046		
	Callanan	**New Castle Asphalt**
Pick up Location	95 CR-101 Selkirk	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Town of Westerlo 671 CR401 Westerlo NY 12193		
Pick up Location	**Callanan**	**New Castle Asphalt**
Item	95 CR-101 Selkirk	230 Riverside Ave Rennsselaer
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 77.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023		
	Callanan	**Cobleskill Stone Products**
Pick up Location	145 Cordell Rd Schenectady	Rt 30 Schoharie
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base		$ 57.00
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 85.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

Town of Knox 1411 Township Road SR 146 Knox NY 12107		
	Callanan	**Heidelberg Material**
Pick up Location	145 Cordell Rd Schenectady	1061 Settles Hill Rd Altamont
Item	**Price Per Ton**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	
403.13 Type 3 Binder	$ 57.50	
403.15 Shim Course		$ 86.00
403.16 Type 6 Top	$ 58.80	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	
403.18 Type 7 Top	$ 62.75	
403.1901 Type 7F (High Friction Design)	$ 62.75	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch	$ 140.00	
403.2040 Winter Mix W/Fiber		

City of Albany Rapp Road Landfill Albany NY 12205				
	Callanan	**Century Aggregates**	**New Castle Asphalt**	**New Castle Asphalt**
Pick up Location	101 Dunham Drive Albany	1 Willow Hill Rd Lee MA	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Delivered**	**Price Per Ton**	**Delivered**
403.11 Type 1 Base			$ 51.00	$ 60.00
403.13 Type 3 Binder			$ 52.25	$ 61.25
403.15 Shim Course			$ 77.00	$ 86.00
403.16 Type 6 Top	$ 58.80			$ 68.75
403.1701 Type 6F Top (High Marshall Des	$ 58.80			$ 68.75
403.18 Type 7 Top	$ 62.75			$ 71.50
403.1901 Type 7F (High Friction Design)	$ 62.75			$ 72.50
403.21 Asphalt Concrete Truing & Levelin	$ 62.75			$ 71.50
403.2010 Winter Mix-Non Fiber				
15402.2030 Plant mixed cold patch	$ 140.00	$ 145.00		
15402.2050M Duropatch				
403.2040 Winter Mix W/Fiber				
QPR Duropatch/Cold Patch				
Winter Cold Patch 50# Bags				

City of Albany 1 Conners Blvd, Albany Ny 12204				
	Callanan	**Century Aggregates**	**Troy Sand & Gravel**	**New Castle Asphalt**
Pick up Location	101 Dunham Drive Albany	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer
Item	**Price Per Ton**	**Delivered**	**Delivered**	**Price Per Ton**
403.11 Type 1 Base			$ 70.00	$ 51.00
403.13 Type 3 Binder			$ 72.00	$ 52.25
403.15 Shim Course			$ 90.00	$ 77.00
403.16 Type 6 Top	$ 58.80		$ 78.00	
403.1701 Type 6F Top (High Marshall Design)	$ 58.80		$ 78.00	
403.18 Type 7 Top	$ 62.75		$ 82.00	
403.1901 Type 7F (High Friction Design)	$ 62.75		$ 82.00	
403.21 Asphalt Concrete Truing & Leveling	$ 62.75		$ 90.00	
403.2010 Winter Mix-Non Fiber				
15402.2030 Plant mixed cold patch	$ 140.00	$ 145.00		
15402.2050M Duropatch				
403.2040 Winter Mix W/Fiber				
QPR Duropatch/Cold Patch				
Winter Cold Patch 50# Bags				

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 69.23	$ 56.00	$ 60.21	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 70.73	$ 57.50	$ 61.71	$ 57.50
403.15 Shim Course	$ 88.00	$ 101.23	$ 88.00	$ 92.21	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 72.03	$ 58.80	$ 63.01	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 72.03	$ 58.80	$ 63.01	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 75.98	$ 62.75	$ 66.96	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 75.98	$ 62.75	$ 66.96	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 75.98	$ 62.75	$ 66.96	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 153.23	$ 140.00	$ 144.21	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82
	13.23		$ 4.21		$ 7.82

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 63.82	$ 56.00	$ 64.42	$ 57.00	$ 81.36	$ 57.00	$ 79.56	$ 57.00
$ 65.32	$ 57.50	$ 65.92	$ 59.50	$ 83.86	$ 57.00	$ 79.56	$ 57.00
$ 95.82	$ 88.00	$ 96.42	$ 85.00	$ 109.36	$ 86.00	$ 108.56	$ 86.00
$ 66.62	$ 58.80	$ 67.22	$ 64.00	$ 88.36	$ 58.95	$ 81.51	$ 58.95
$ 66.62	$ 58.80	$ 67.22	$ 66.00	$ 90.36	$ 58.95	$ 81.51	$ 58.95
$ 70.57	$ 62.75	$ 71.17	$ 70.00	$ 94.36	$ 66.00	$ 88.56	$ 66.00
$ 70.57	$ 62.75	$ 71.17	$ 72.00	$ 96.36	$ 66.00	$ 88.56	$ 66.00
$ 70.57	$ 62.75	$ 71.17	$ 70.00	$ 94.36	$ 65.00	$ 87.56	$ 65.00
$ 147.82	$ 140.00	$ 148.42					
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26
	8.42		24.36		22.56		25.26

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 82.26			$ 60.00	$ 70.53	$ 51.00	$ 57.92	
$ 82.26			$ 62.00	$ 72.53	$ 52.25	$ 59.17	
$ 111.26			$ 80.00	$ 90.53	$ 77.00	$ 83.92	
$ 84.21			$ 68.00	$ 78.53	$ 59.75	$ 66.67	
$ 84.21			$ 68.00	$ 78.53	$ 59.75	$ 66.67	
$ 91.26			$ 72.00	$ 82.53	$ 62.50	$ 69.42	
$ 91.26			$ 72.00	$ 82.53	$ 63.50	$ 70.42	
$ 90.26			$ 80.00	$ 90.53	$ 62.50	$ 69.42	
	$ 125.00	$ 156.28					
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		
	31.28		10.53		6.92		

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 64.90	$ 56.00	$ 70.44	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 66.40	$ 57.50	$ 71.94	$ 57.50
403.15 Shim Course	$ 88.00	$ 96.90	$ 88.00	$ 102.44	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 67.70	$ 58.80	$ 73.24	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 67.70	$ 58.80	$ 73.24	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 71.65	$ 62.75	$ 77.19	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 71.65	$ 62.75	$ 77.19	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 71.65	$ 62.75	$ 77.19	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 148.90	$ 140.00	$ 154.44	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42
	$ 8.90		$ 14.44		$ 8.42

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 64.42	$ 56.00	$ 63.82	$ 57.00	$ 75.65	$ 57.00	$ 73.84	$ 57.00
$ 65.92	$ 57.50	$ 65.32	$ 59.50	$ 78.15	$ 57.00	$ 73.84	$ 57.00
$ 96.42	$ 88.00	$ 95.82	$ 85.00	$ 103.65	$ 86.00	$ 102.84	$ 86.00
$ 67.22	$ 58.80	$ 66.62	$ 64.00	$ 82.65	$ 58.95	$ 75.79	$ 58.95
$ 67.22	$ 58.80	$ 66.62	$ 66.00	$ 84.65	$ 58.95	$ 75.79	$ 58.95
$ 71.17	$ 62.75	$ 70.57	$ 70.00	$ 88.65	$ 66.00	$ 82.84	$ 66.00
$ 71.17	$ 62.75	$ 70.57	$ 72.00	$ 90.65	$ 66.00	$ 82.84	$ 66.00
$ 71.17	$ 62.75	$ 70.57	$ 70.00	$ 88.65	$ 65.00	$ 81.84	$ 65.00
$ 148.42	$ 140.00	$ 147.82					
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52
	7.82		18.65		16.84		15.52

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 72.52			$ 60.00	$ 74.62	$ 51.00	$ 62.61	
$ 72.52			$ 62.00	$ 76.62	$ 52.25	$ 63.86	
$ 101.52			$ 80.00	$ 94.62	$ 77.00	$ 88.61	
$ 74.47			$ 68.00	$ 82.62	$ 59.75	$ 71.36	
$ 74.47			$ 68.00	$ 82.62	$ 59.75	$ 71.36	
$ 81.52			$ 72.00	$ 86.62	$ 62.50	$ 74.11	
$ 81.52			$ 72.00	$ 86.62	$ 63.50	$ 75.11	
$ 80.52			$ 80.00	$ 94.62	$ 62.50	$ 74.11	
	$ 125.00	$ 159.16					
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		
	34.16		14.62		11.61		

Albany County Coeymans 145 CR 111, Alcove NY 12007					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 60.09	$ 56.00	$ 74.04	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 61.59	$ 57.50	$ 75.54	$ 57.50
403.15 Shim Course	$ 88.00	$ 92.09	$ 88.00	$ 106.04	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 62.89	$ 58.80	$ 76.84	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 62.89	$ 58.80	$ 76.84	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 66.84	$ 62.75	$ 80.79	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 66.84	$ 62.75	$ 80.79	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 66.84	$ 62.75	$ 80.79	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 144.09	$ 140.00	$ 158.04	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73
	$ 4.09		$ 18.04		$ 11.73

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 67.73	$ 56.00	$ 72.24	$ 57.00	$ 82.56	$ 57.00	$ 81.06	$ 57.00
$ 69.23	$ 57.50	$ 73.74	$ 59.50	$ 85.06	$ 57.00	$ 81.06	$ 57.00
$ 99.73	$ 88.00	$ 104.24	$ 85.00	$ 110.56	$ 86.00	$ 110.06	$ 86.00
$ 70.53	$ 58.80	$ 75.04	$ 64.00	$ 89.56	$ 58.95	$ 83.01	$ 58.95
$ 70.53	$ 58.80	$ 75.04	$ 66.00	$ 91.56	$ 58.95	$ 83.01	$ 58.95
$ 74.48	$ 62.75	$ 78.99	$ 70.00	$ 95.56	$ 66.00	$ 90.06	$ 66.00
$ 74.48	$ 62.75	$ 78.99	$ 72.00	$ 97.56	$ 66.00	$ 90.06	$ 66.00
$ 74.48	$ 62.75	$ 78.99	$ 70.00	$ 95.56	$ 65.00	$ 89.06	$ 65.00
$ 151.73	$ 140.00	$ 156.24					
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96
	16.24		25.56		24.06		32.96

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 89.96			$ 60.00	$ 78.04	$ 51.00	$ 64.65	
$ 89.96			$ 62.00	$ 80.04	$ 52.25	$ 65.90	
$ 118.96			$ 80.00	$ 98.04	$ 77.00	$ 90.65	
$ 91.91			$ 68.00	$ 86.04	$ 59.75	$ 73.40	
$ 91.91			$ 68.00	$ 86.04	$ 59.75	$ 73.40	
$ 98.96			$ 72.00	$ 90.04	$ 62.50	$ 76.15	
$ 98.96			$ 72.00	$ 90.04	$ 63.50	$ 77.15	
$ 97.96			$ 80.00	$ 98.04	$ 62.50	$ 76.15	
	$ 125.00	$ 156.76					
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		
	31.76		18.04		13.65		

Albany County Westerlo 19 CR 410 Westerlo NY 12193					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 65.02	$ 56.00	$ 75.07	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 66.52	$ 57.50	$ 76.57	$ 57.50
403.15 Shim Course	$ 88.00	$ 97.02	$ 88.00	$ 107.07	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 67.82	$ 58.80	$ 77.87	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 67.82	$ 58.80	$ 77.87	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 71.77	$ 62.75	$ 81.82	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 71.77	$ 62.75	$ 81.82	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 71.77	$ 62.75	$ 81.82	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 149.02	$ 140.00	$ 159.07	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33
	$ 9.02		$ 19.07		$ 12.33

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 68.33	$ 56.00	$ 71.82	$ 57.00	$ 70.83	$ 57.00	$ 72.34	$ 57.00
$ 69.83	$ 57.50	$ 73.32	$ 59.50	$ 73.33	$ 57.00	$ 72.34	$ 57.00
$ 100.33	$ 88.00	$ 103.82	$ 85.00	$ 98.83	$ 86.00	$ 101.34	$ 86.00
$ 71.13	$ 58.80	$ 74.62	$ 64.00	$ 77.83	$ 58.95	$ 74.29	$ 58.95
$ 71.13	$ 58.80	$ 74.62	$ 66.00	$ 79.83	$ 58.95	$ 74.29	$ 58.95
$ 75.08	$ 62.75	$ 78.57	$ 70.00	$ 83.83	$ 66.00	$ 81.34	$ 66.00
$ 75.08	$ 62.75	$ 78.57	$ 72.00	$ 85.83	$ 66.00	$ 81.34	$ 66.00
$ 75.08	$ 62.75	$ 78.57	$ 70.00	$ 83.83	$ 65.00	$ 80.34	$ 65.00
$ 152.33	$ 140.00	$ 155.82					
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59
	15.82		13.83		15.34		29.59

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 86.59			$ 60.00	$ 79.04	$ 51.00	$ 65.63	
$ 86.59			$ 62.00	$ 81.04	$ 52.25	$ 66.88	
$ 115.59			$ 80.00	$ 99.04	$ 77.00	$ 91.63	
$ 88.54			$ 68.00	$ 87.04	$ 59.75	$ 74.38	
$ 88.54			$ 68.00	$ 87.04	$ 59.75	$ 74.38	
$ 95.59			$ 72.00	$ 91.04	$ 62.50	$ 77.13	
$ 95.59			$ 72.00	$ 91.04	$ 63.50	$ 78.13	
$ 94.59			$ 80.00	$ 99.04	$ 62.50	$ 77.13	
	$ 125.00	$ 159.64					
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		
	34.64		19.04		14.63		

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 66.59	$ 56.00	$ 77.77	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 68.09	$ 57.50	$ 79.27	$ 57.50
403.15 Shim Course	$ 88.00	$ 98.59	$ 88.00	$ 109.77	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 69.39	$ 58.80	$ 80.57	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 69.39	$ 58.80	$ 80.57	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 73.34	$ 62.75	$ 84.52	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 73.34	$ 62.75	$ 84.52	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 73.34	$ 62.75	$ 84.52	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 150.59	$ 140.00	$ 161.77	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63
	$ 10.59		$ 21.77		$ 12.63

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	$ 10.59		$ 21.77		$ 12.63

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 68.63	$ 56.00	$ 65.32	$ 57.00	$ 66.32	$ 57.00	$ 67.83	$ 57.00
$ 70.13	$ 57.50	$ 66.82	$ 59.50	$ 68.82	$ 57.00	$ 67.83	$ 57.00
$ 100.63	$ 88.00	$ 97.32	$ 85.00	$ 94.32	$ 86.00	$ 96.83	$ 86.00
$ 71.43	$ 58.80	$ 68.12	$ 64.00	$ 73.32	$ 58.95	$ 69.78	$ 58.95
$ 71.43	$ 58.80	$ 68.12	$ 66.00	$ 75.32	$ 58.95	$ 69.78	$ 58.95
$ 75.38	$ 62.75	$ 72.07	$ 70.00	$ 79.32	$ 66.00	$ 76.83	$ 66.00
$ 75.38	$ 62.75	$ 72.07	$ 72.00	$ 81.32	$ 66.00	$ 76.83	$ 66.00
$ 75.38	$ 62.75	$ 72.07	$ 70.00	$ 79.32	$ 65.00	$ 75.83	$ 65.00
$ 152.63	$ 140.00	$ 149.32					
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26
	9.32		9.32		10.83		9.26

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	9.32		9.32		10.83		9.26

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 66.26			$ 60.00	$ 80.03	$ 51.00	$ 66.34	
$ 66.26			$ 62.00	$ 82.03	$ 52.25	$ 67.59	
$ 95.26			$ 80.00	$ 100.03	$ 77.00	$ 92.34	
$ 68.21			$ 68.00	$ 88.03	$ 59.75	$ 75.09	
$ 68.21			$ 68.00	$ 88.03	$ 59.75	$ 75.09	
$ 75.26			$ 72.00	$ 92.03	$ 62.50	$ 77.84	
$ 75.26			$ 72.00	$ 92.03	$ 63.50	$ 78.84	
$ 74.26			$ 80.00	$ 100.03	$ 62.50	$ 77.84	
	$ 125.00	$ 161.87					
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		
	36.87		20.03		15.34		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	36.87		20.03		15.34		

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 69.53	$ 56.00	$ 75.25	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 71.03	$ 57.50	$ 76.75	$ 57.50
403.15 Shim Course	$ 88.00	$ 101.53	$ 88.00	$ 107.25	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 72.33	$ 58.80	$ 78.05	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 72.33	$ 58.80	$ 78.05	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 76.28	$ 62.75	$ 82.00	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 76.28	$ 62.75	$ 82.00	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 76.28	$ 62.75	$ 82.00	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 153.53	$ 140.00	$ 159.25	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44
	$ 13.53		$ 19.25		$ 17.44

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 73.44	$ 56.00	$ 60.51	$ 57.00	$ 64.64	$ 57.00	$ 66.02	$ 57.00
$ 74.94	$ 57.50	$ 62.01	$ 59.50	$ 67.14	$ 57.00	$ 66.02	$ 57.00
$ 105.44	$ 88.00	$ 92.51	$ 85.00	$ 92.64	$ 86.00	$ 95.02	$ 86.00
$ 76.24	$ 58.80	$ 63.31	$ 64.00	$ 71.64	$ 58.95	$ 67.97	$ 58.95
$ 76.24	$ 58.80	$ 63.31	$ 66.00	$ 73.64	$ 58.95	$ 67.97	$ 58.95
$ 80.19	$ 62.75	$ 67.26	$ 70.00	$ 77.64	$ 66.00	$ 75.02	$ 66.00
$ 80.19	$ 62.75	$ 67.26	$ 72.00	$ 79.64	$ 66.00	$ 75.02	$ 66.00
$ 80.19	$ 62.75	$ 67.26	$ 70.00	$ 77.64	$ 65.00	$ 74.02	$ 65.00
$ 157.44	$ 140.00	$ 144.51					
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1
	4.51		7.64		9.02		10.1

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 67.10			$ 60.00	$ 76.90	$ 51.00	$ 65.07	
$ 67.10			$ 62.00	$ 78.90	$ 52.25	$ 66.32	
$ 96.10			$ 80.00	$ 96.90	$ 77.00	$ 91.07	
$ 69.05			$ 68.00	$ 84.90	$ 59.75	$ 73.82	
$ 69.05			$ 68.00	$ 84.90	$ 59.75	$ 73.82	
$ 76.10			$ 72.00	$ 88.90	$ 62.50	$ 76.57	
$ 76.10			$ 72.00	$ 88.90	$ 63.50	$ 77.57	
$ 75.10			$ 80.00	$ 96.90	$ 62.50	$ 76.57	
	$ 125.00	$ 164.94					
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		
	39.94		16.9		14.07		

Albany County Rensselaerville 265 CR 357 Medusa NY 12120					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 68.63	$ 56.00	$ 77.65	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 70.13	$ 57.50	$ 79.15	$ 57.50
403.15 Shim Course	$ 88.00	$ 100.63	$ 88.00	$ 109.65	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 71.43	$ 58.80	$ 80.45	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 71.43	$ 58.80	$ 80.45	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 75.38	$ 62.75	$ 84.40	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 75.38	$ 62.75	$ 84.40	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 75.38	$ 62.75	$ 84.40	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 152.63	$ 140.00	$ 161.65	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94
	$ 12.63		$ 21.65		$ 15.94

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 71.94	$ 56.00	$ 73.08	$ 57.00	$ 71.86	$ 57.00	$ 70.23	$ 57.00
$ 73.44	$ 57.50	$ 74.58	$ 59.50	$ 74.36	$ 57.00	$ 70.23	$ 57.00
$ 103.94	$ 88.00	$ 105.08	$ 85.00	$ 99.86	$ 86.00	$ 99.23	$ 86.00
$ 74.74	$ 58.80	$ 75.88	$ 64.00	$ 78.86	$ 58.95	$ 72.18	$ 58.95
$ 74.74	$ 58.80	$ 75.88	$ 66.00	$ 80.86	$ 58.95	$ 72.18	$ 58.95
$ 78.69	$ 62.75	$ 79.83	$ 70.00	$ 84.86	$ 66.00	$ 79.23	$ 66.00
$ 78.69	$ 62.75	$ 79.83	$ 72.00	$ 86.86	$ 66.00	$ 79.23	$ 66.00
$ 78.69	$ 62.75	$ 79.83	$ 70.00	$ 84.86	$ 65.00	$ 78.23	$ 65.00
$ 155.94	$ 140.00	$ 157.08					
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89
	17.08		14.86		13.23		34.89

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 91.89			$ 60.00	$ 83.76	$ 51.00	$ 69.65	
$ 91.89			$ 62.00	$ 85.76	$ 52.25	$ 70.90	
$ 120.89			$ 80.00	$ 103.76	$ 77.00	$ 95.65	
$ 93.84			$ 68.00	$ 91.76	$ 59.75	$ 78.40	
$ 93.84			$ 68.00	$ 91.76	$ 59.75	$ 78.40	
$ 100.89			$ 72.00	$ 95.76	$ 62.50	$ 81.15	
$ 100.89			$ 72.00	$ 95.76	$ 63.50	$ 82.15	
$ 99.89			$ 80.00	$ 103.76	$ 62.50	$ 81.15	
	$ 125.00	$ 163.25					
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		
	38.25		23.76		18.65		

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Cobleskill Stone Products**
Pick up Location	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	145 Cordell Rd Schen	Rt 30 Schoharie
Item	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**
403.11 Type 1 Base	$ 63.40	$ 68.27	$ 64.06	$ 64.30	$ 71.19
403.13 Type 3 Binder	$ 64.90	$ 69.77	$ 65.56	$ 65.80	$ 73.69
403.15 Shim Course	$ 95.40	$ 100.27	$ 96.06	$ 96.30	$ 99.19
403.16 Type 6 Top	$ 66.20	$ 71.07	$ 66.86	$ 67.10	$ 78.19
403.1701 Type 6F Top (High Marshall Design)	$ 66.20	$ 71.07	$ 66.86	$ 67.10	$ 80.19
403.18 Type 7 Top	$ 70.15	$ 75.02	$ 70.81	$ 71.05	$ 84.19
403.1901 Type 7F (High Friction Design)	$ 70.15	$ 75.02	$ 70.81	$ 71.05	$ 86.19
403.21 Asphalt Concrete Truing & Leveling	$ 70.15	$ 75.02	$ 70.81	$ 71.05	$ 84.19
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 147.40	$ 152.27	$ 148.06	$ 148.30	
403.2040 Winter Mix W/Fiber					
Mileage cost					

Heidelberg Material	**Heidelberg Material**	**Century Aggregates**	**Troy Sand & Gravel**	**New Castle Asphalt**	
154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mil**	**Price Per Ton W/ Mileage**	
$ 72.70	$ 65.30		$ 80.69	$ 63.27	
$ 72.70	$ 65.30		$ 82.69	$ 64.52	
$ 101.70	$ 94.30		$ 100.69	$ 89.27	
$ 74.65	$ 67.25		$ 88.69	$ 72.02	
$ 74.65	$ 67.25		$ 88.69	$ 72.02	
$ 81.70	$ 74.30		$ 92.69	$ 74.77	
$ 81.70	$ 74.30		$ 92.69	$ 75.77	
$ 80.70	$ 73.30		$ 100.69	$ 74.77	
		$ 158.20			

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 67.13	$ 56.00	$ 67.31	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 68.63	$ 57.50	$ 68.81	$ 57.50
403.15 Shim Course	$ 88.00	$ 99.13	$ 88.00	$ 99.31	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 69.93	$ 58.80	$ 70.11	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 69.93	$ 58.80	$ 70.11	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 73.88	$ 62.75	$ 74.06	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 73.88	$ 62.75	$ 74.06	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 73.88	$ 62.75	$ 74.06	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 151.13	$ 140.00	$ 151.31	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31
	$ 11.13		$ 11.31		$ 8.31

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	$ 11.13		$ 11.31		$ 8.31

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 64.31	$ 56.00	$ 61.53	$ 57.00	$ 69.09	$ 57.00	$ 70.62	$ 57.00
$ 65.81	$ 57.50	$ 63.03	$ 59.50	$ 71.59	$ 57.00	$ 70.62	$ 57.00
$ 96.31	$ 88.00	$ 93.53	$ 85.00	$ 97.09	$ 86.00	$ 99.62	$ 86.00
$ 67.11	$ 58.80	$ 64.33	$ 64.00	$ 76.09	$ 58.95	$ 72.57	$ 58.95
$ 67.11	$ 58.80	$ 64.33	$ 66.00	$ 78.09	$ 58.95	$ 72.57	$ 58.95
$ 71.06	$ 62.75	$ 68.28	$ 70.00	$ 82.09	$ 66.00	$ 79.62	$ 66.00
$ 71.06	$ 62.75	$ 68.28	$ 72.00	$ 84.09	$ 66.00	$ 79.62	$ 66.00
$ 71.06	$ 62.75	$ 68.28	$ 70.00	$ 82.09	$ 65.00	$ 78.62	$ 65.00
$ 148.31	$ 140.00	$ 145.53					
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83
	5.53		12.09		13.62		5.83

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	5.53		12.09		13.62		5.83

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 62.83			$ 60.00	$ 79.85	$ 51.00	$ 59.42	
$ 62.83			$ 62.00	$ 81.85	$ 52.25	$ 60.67	
$ 91.83			$ 80.00	$ 99.85	$ 77.00	$ 85.42	
$ 64.78			$ 68.00	$ 87.85	$ 59.75	$ 68.17	
$ 64.78			$ 68.00	$ 87.85	$ 59.75	$ 68.17	
$ 71.83			$ 72.00	$ 91.85	$ 62.50	$ 70.92	
$ 71.83			$ 72.00	$ 91.85	$ 63.50	$ 71.92	
$ 70.83			$ 80.00	$ 99.85	$ 62.50	$ 70.92	
	$ 125.00	$ 160.61					
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		
	35.61		19.85		8.42		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	35.61		19.85		8.42		

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 60.75	$ 56.00	$ 73.20	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 62.25	$ 57.50	$ 74.70	$ 57.50
403.15 Shim Course	$ 88.00	$ 92.75	$ 88.00	$ 105.20	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 63.55	$ 58.80	$ 76.00	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 63.55	$ 58.80	$ 76.00	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 67.50	$ 62.75	$ 79.95	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 67.50	$ 62.75	$ 79.95	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 67.50	$ 62.75	$ 79.95	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 144.75	$ 140.00	$ 157.20	$ 140.00
403.2040 Winter Mix W/Fiber					
Mileage cost	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35
	$ 4.75		$ 17.20		$ 10.35

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 66.35	$ 56.00	$ 72.48	$ 57.00	$ 75.89	$ 57.00	$ 77.39	$ 57.00
$ 67.85	$ 57.50	$ 73.98	$ 59.50	$ 78.39	$ 57.00	$ 77.39	$ 57.00
$ 98.35	$ 88.00	$ 104.48	$ 85.00	$ 103.89	$ 86.00	$ 106.39	$ 86.00
$ 69.15	$ 58.80	$ 75.28	$ 64.00	$ 82.89	$ 58.95	$ 79.34	$ 58.95
$ 69.15	$ 58.80	$ 75.28	$ 66.00	$ 84.89	$ 58.95	$ 79.34	$ 58.95
$ 73.10	$ 62.75	$ 79.23	$ 70.00	$ 88.89	$ 66.00	$ 86.39	$ 66.00
$ 73.10	$ 62.75	$ 79.23	$ 72.00	$ 90.89	$ 66.00	$ 86.39	$ 66.00
$ 73.10	$ 62.75	$ 79.23	$ 70.00	$ 88.89	$ 65.00	$ 85.39	$ 65.00
$ 150.35	$ 140.00	$ 156.48					
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6
	16.48		18.89		20.39		16.6

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 73.60			$ 60.00	$ 78.22	$ 51.00	$ 63.51	
$ 73.60			$ 62.00	$ 80.22	$ 52.25	$ 64.76	
$ 102.60			$ 80.00	$ 98.22	$ 77.00	$ 89.51	
$ 75.55			$ 68.00	$ 86.22	$ 59.75	$ 72.26	
$ 75.55			$ 68.00	$ 86.22	$ 59.75	$ 72.26	
$ 82.60			$ 72.00	$ 90.22	$ 62.50	$ 75.01	
$ 82.60			$ 72.00	$ 90.22	$ 63.50	$ 76.01	
$ 81.60			$ 80.00	$ 98.22	$ 62.50	$ 75.01	
	$ 125.00	$ 155.19					
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		
	30.19		18.22		12.51		

Town of Westerlo 671 CR401 Westerlo NY 12193					
Pick up Location	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Item	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
403.11 Type 1 Base	$ 56.00	$ 65.02	$ 56.00	$ 75.91	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 66.52	$ 57.50	$ 77.41	$ 57.50
403.15 Shim Course	$ 88.00	$ 97.02	$ 88.00	$ 107.91	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 67.82	$ 58.80	$ 78.71	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 67.82	$ 58.80	$ 78.71	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 71.77	$ 62.75	$ 82.66	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 71.77	$ 62.75	$ 82.66	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 71.77	$ 62.75	$ 82.66	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 149.02	$ 140.00	$ 159.91	$ 140.00
403.2040 Winter Mix W/Fiber					
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65
	$ 9.02		$ 19.91		$ 13.65

Pick up Location	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	$ 9.02		$ 19.91		$ 13.65

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
$ 69.65	$ 56.00	$ 72.42	$ 57.00	$ 70.98	$ 57.00	$ 71.92	$ 57.00
$ 71.15	$ 57.50	$ 73.92	$ 59.50	$ 73.48	$ 57.00	$ 71.92	$ 57.00
$ 101.65	$ 88.00	$ 104.42	$ 85.00	$ 98.98	$ 86.00	$ 100.92	$ 86.00
$ 72.45	$ 58.80	$ 75.22	$ 64.00	$ 77.98	$ 58.95	$ 73.87	$ 58.95
$ 72.45	$ 58.80	$ 75.22	$ 66.00	$ 79.98	$ 58.95	$ 73.87	$ 58.95
$ 76.40	$ 62.75	$ 79.17	$ 70.00	$ 83.98	$ 66.00	$ 80.92	$ 66.00
$ 76.40	$ 62.75	$ 79.17	$ 72.00	$ 85.98	$ 66.00	$ 80.92	$ 66.00
$ 76.40	$ 62.75	$ 79.17	$ 70.00	$ 83.98	$ 65.00	$ 79.92	$ 65.00
$ 153.65	$ 140.00	$ 156.42					
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53
	16.42		13.98		14.92		14.53

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
	16.42		13.98		14.92		14.53

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
$ 71.53			$ 60.00	$ 80.45	$ 51.00	$ 66.28
$ 71.53			$ 62.00	$ 82.45	$ 52.25	$ 67.53
$ 100.53			$ 80.00	$ 100.45	$ 77.00	$ 92.28
$ 73.48			$ 68.00	$ 88.45	$ 59.75	$ 75.03
$ 73.48			$ 68.00	$ 88.45	$ 59.75	$ 75.03
$ 80.53			$ 72.00	$ 92.45	$ 62.50	$ 77.78
$ 80.53			$ 72.00	$ 92.45	$ 63.50	$ 78.78
$ 79.53			$ 80.00	$ 100.45	$ 62.50	$ 77.78
	$ 125.00	$ 159.64				
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	
	34.64		20.45		15.28	

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
	34.64		20.45		15.28	

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 68.09	$ 56.00	$ 77.17	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 69.59	$ 57.50	$ 78.67	$ 57.50
403.15 Shim Course	$ 88.00	$ 100.09	$ 88.00	$ 109.17	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 70.89	$ 58.80	$ 79.97	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 70.89	$ 58.80	$ 79.97	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 74.84	$ 62.75	$ 83.92	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 74.84	$ 62.75	$ 83.92	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 74.84	$ 62.75	$ 83.92	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 152.09	$ 140.00	$ 161.17	$ 140.00
403.2040 Winter Mix W/Fiber					
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38
	$ 12.09		$ 21.17		$ 14.38

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 70.38	$ 56.00	$ 64.12	$ 57.00	$ 64.04	$ 57.00	$ 65.54	$ 57.00
$ 71.88	$ 57.50	$ 65.62	$ 59.50	$ 66.54	$ 57.00	$ 65.54	$ 57.00
$ 102.38	$ 88.00	$ 96.12	$ 85.00	$ 92.04	$ 86.00	$ 94.54	$ 86.00
$ 73.18	$ 58.80	$ 66.92	$ 64.00	$ 71.04	$ 58.95	$ 67.49	$ 58.95
$ 73.18	$ 58.80	$ 66.92	$ 66.00	$ 73.04	$ 58.95	$ 67.49	$ 58.95
$ 77.13	$ 62.75	$ 70.87	$ 70.00	$ 77.04	$ 66.00	$ 74.54	$ 66.00
$ 77.13	$ 62.75	$ 70.87	$ 72.00	$ 79.04	$ 66.00	$ 74.54	$ 66.00
$ 77.13	$ 62.75	$ 70.87	$ 70.00	$ 77.04	$ 65.00	$ 73.54	$ 65.00
$ 154.38	$ 140.00	$ 148.12					
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62
	8.12		7.04		8.54		9.62

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 66.62			$ 60.00	$ 81.11	$ 51.00	$ 66.94	
$ 66.62			$ 62.00	$ 83.11	$ 52.25	$ 68.19	
$ 95.62			$ 80.00	$ 101.11	$ 77.00	$ 92.94	
$ 68.57			$ 68.00	$ 89.11	$ 59.75	$ 75.69	
$ 68.57			$ 68.00	$ 89.11	$ 59.75	$ 75.69	
$ 75.62			$ 72.00	$ 93.11	$ 62.50	$ 78.44	
$ 75.62			$ 72.00	$ 93.11	$ 63.50	$ 79.44	
$ 74.62			$ 80.00	$ 101.11	$ 62.50	$ 78.44	
	$ 125.00	$ 163.49					
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		
	38.49		21.11		15.94		

Town of Knox 1411 Township Road SR 146 Knox NY 12107					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
403.11 Type 1 Base	$ 56.00	$ 69.71	$ 56.00	$ 75.07	$ 56.00
403.13 Type 3 Binder	$ 57.50	$ 71.21	$ 57.50	$ 76.57	$ 57.50
403.15 Shim Course	$ 88.00	$ 101.71	$ 88.00	$ 107.07	$ 88.00
403.16 Type 6 Top	$ 58.80	$ 72.51	$ 58.80	$ 77.87	$ 58.80
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 72.51	$ 58.80	$ 77.87	$ 58.80
403.18 Type 7 Top	$ 62.75	$ 76.46	$ 62.75	$ 81.82	$ 62.75
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 76.46	$ 62.75	$ 81.82	$ 62.75
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 76.46	$ 62.75	$ 81.82	$ 62.75
403.2010 Winter Mix-Non Fiber					
15402.2030 Plant mixed cold patch	$ 140.00	$ 153.71	$ 140.00	$ 159.07	$ 140.00
403.2040 Winter Mix W/Fiber					
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14
	$ 13.71		$ 19.07		$ 17.14

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany
	$ 13.71		$ 19.07		$ 17.14

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**
$ 73.14	$ 56.00	$ 60.69	$ 57.00	$ 64.22	$ 57.00	$ 66.14	$ 57.00
$ 74.64	$ 57.50	$ 62.19	$ 59.50	$ 66.72	$ 57.00	$ 66.14	$ 57.00
$ 105.14	$ 88.00	$ 92.69	$ 85.00	$ 92.22	$ 86.00	$ 95.14	$ 86.00
$ 75.94	$ 58.80	$ 63.49	$ 64.00	$ 71.22	$ 58.95	$ 68.09	$ 58.95
$ 75.94	$ 58.80	$ 63.49	$ 66.00	$ 73.22	$ 58.95	$ 68.09	$ 58.95
$ 79.89	$ 62.75	$ 67.44	$ 70.00	$ 77.22	$ 66.00	$ 75.14	$ 66.00
$ 79.89	$ 62.75	$ 67.44	$ 72.00	$ 79.22	$ 66.00	$ 75.14	$ 66.00
$ 79.89	$ 62.75	$ 67.44	$ 70.00	$ 77.22	$ 65.00	$ 74.14	$ 65.00
$ 157.14	$ 140.00	$ 144.69					
Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29
	4.69		7.22		9.14		5.29

Callanan	**Callanan**	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
101 Dunham Drive Albany	145 Cordell Rd Schenectady	145 Cordell Rd Schenectady	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont
	4.69		7.22		9.14		5.29

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
Price Per Ton W/ Mil	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mileage**	
$ 62.29			$ 60.00	$ 77.08	$ 51.00	$ 65.44	
$ 62.29			$ 62.00	$ 79.08	$ 52.25	$ 66.69	
$ 91.29			$ 80.00	$ 97.08	$ 77.00	$ 91.44	
$ 64.24			$ 68.00	$ 85.08	$ 59.75	$ 74.19	
$ 64.24			$ 68.00	$ 85.08	$ 59.75	$ 74.19	
$ 71.29			$ 72.00	$ 89.08	$ 62.50	$ 76.94	
$ 71.29			$ 72.00	$ 89.08	$ 63.50	$ 77.94	
$ 70.29			$ 80.00	$ 97.08	$ 62.50	$ 76.94	
	$ 125.00	$ 163.67					
Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		
	38.67		17.08		14.44		

Heidelberg Material	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**	
1061 Settles Hill Rd Altamont	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer	
	38.67		17.08		14.44		

City of Albany Rapp Road Landfill Albany NY 12205						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
403.11 Type 1 Base	$ 56.00	$ 65.62	$ 56.00	$ 64.03	$ 56.00	$ 62.62
403.13 Type 3 Binder	$ 57.50	$ 67.12	$ 57.50	$ 65.53	$ 57.50	$ 64.12
403.15 Shim Course	$ 88.00	$ 97.62	$ 88.00	$ 96.03	$ 88.00	$ 94.62
403.16 Type 6 Top	$ 58.80	$ 68.42	$ 58.80	$ 66.83	$ 58.80	$ 65.42
403.1701 Type 6F Top (High Marshall Des	$ 58.80	$ 68.42	$ 58.80	$ 66.83	$ 58.80	$ 65.42
403.18 Type 7 Top	$ 62.75	$ 72.37	$ 62.75	$ 70.78	$ 62.75	$ 69.37
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 72.37	$ 62.75	$ 70.78	$ 62.75	$ 69.37
403.21 Asphalt Concrete Truing & Levelin	$ 62.75	$ 72.37	$ 62.75	$ 70.78	$ 62.75	$ 69.37
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch	$ 140.00	$ 149.62	$ 140.00	$ 148.03	$ 140.00	$ 146.62
15402.2050M Duropatch						
403.2040 Winter Mix W/Fiber						
QPR Duropatch/Cold Patch						
Winter Cold Patch 50# Bags						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	
	$ 9.62		8.03		6.62	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
Price Per Ton	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
$ 56.00	$ 62.74	$ 57.00	$ 81.99	$ 57.00	$ 76.91	$ 57.00	$ 64.64
$ 57.50	$ 64.24	$ 59.50	$ 84.49	$ 57.00	$ 76.91	$ 57.00	$ 64.64
$ 88.00	$ 94.74	$ 85.00	$ 109.99	$ 86.00	$ 105.91	$ 86.00	$ 93.64
$ 58.80	$ 65.54	$ 64.00	$ 88.99	$ 58.95	$ 78.86	$ 58.95	$ 66.59
$ 58.80	$ 65.54	$ 66.00	$ 90.99	$ 58.95	$ 78.86	$ 58.95	$ 66.59
$ 62.75	$ 69.49	$ 70.00	$ 94.99	$ 66.00	$ 85.91	$ 66.00	$ 73.64
$ 62.75	$ 69.49	$ 72.00	$ 96.99	$ 66.00	$ 85.91	$ 66.00	$ 73.64
$ 62.75	$ 69.49	$ 70.00	$ 94.99	$ 65.00	$ 84.91	$ 65.00	$ 72.64
$ 140.00	$ 146.74						
Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	
6.74		$ 24.99		19.91		7.64	

Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
Price Per Ton	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ M**
			$ 60.00	$ 67.64	$ 70.00	$ 51.00	$ 58.46
			$ 62.00	$ 69.64	$ 72.00	$ 52.25	$ 59.71
			$ 80.00	$ 87.64	$ 90.00	$ 77.00	$ 84.46
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 67.21
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 67.21
			$ 72.00	$ 79.64	$ 82.00	$ 62.50	$ 69.96
			$ 72.00	$ 79.64	$ 82.00	$ 63.50	$ 70.96
			$ 80.00	$ 87.64	$ 90.00	$ 62.50	$ 69.96
$ 125.00	$ 157.30	$ 145.00					
Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	

Century Aggregates	Century Aggregates	Century Aggregates	Troy Sand & Gravel	Troy Sand & Gravel	Troy Sand & Gravel	New Castle Asphalt	New Castle Asphalt
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	
32.3			7.64			7.46	

New Castle Asphalt
230 Riverside Ave Rennsselaer
Delivered
$ 60.00
$ 61.25
$ 86.00
$ 68.75
$ 68.75
$ 71.50
$ 72.50
$ 71.50
New Castle Asphalt

City of Albany 1 Conners Blvd, Albany Ny 12204						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
Item	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
403.11 Type 1 Base	$ 56.00	$ 63.91	$ 56.00	$ 60.39	$ 56.00	$ 58.41
403.13 Type 3 Binder	$ 57.50	$ 65.41	$ 57.50	$ 61.89	$ 57.50	$ 59.91
403.15 Shim Course	$ 88.00	$ 95.91	$ 88.00	$ 92.39	$ 88.00	$ 90.41
403.16 Type 6 Top	$ 58.80	$ 66.71	$ 58.80	$ 63.19	$ 58.80	$ 61.21
403.1701 Type 6F Top (High Marshall Design)	$ 58.80	$ 66.71	$ 58.80	$ 63.19	$ 58.80	$ 61.21
403.18 Type 7 Top	$ 62.75	$ 70.66	$ 62.75	$ 67.14	$ 62.75	$ 65.16
403.1901 Type 7F (High Friction Design)	$ 62.75	$ 70.66	$ 62.75	$ 67.14	$ 62.75	$ 65.16
403.21 Asphalt Concrete Truing & Leveling	$ 62.75	$ 70.66	$ 62.75	$ 67.14	$ 62.75	$ 65.16
403.2010 Winter Mix-Non Fiber						
15402.2030 Plant mixed cold patch	$ 140.00	$ 147.91	$ 140.00	$ 144.39	$ 140.00	$ 142.41
15402.2050M Duropatch						
403.2040 Winter Mix W/Fiber						
QPR Duropatch/Cold Patch						
Winter Cold Patch 50# Bags						
	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	

	Callanan	**Callanan**	**Callanan**	**Callanan**	**Callanan**	**Callanan**
Pick up Location	95 CR-101 Selkirk	95 CR-101 Selkirk	100 Crabapple Lane Watervliet	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	101 Dunham Drive Albany
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	
	7.91		4.39		2.41	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
Price Per Ton	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Price Per Ton**	**Price Per Ton W/ Mil**
$ 56.00	$ 67.67	$ 57.00	$ 78.23	$ 57.00	$ 79.74	$ 57.00	$ 70.83
$ 57.50	$ 69.17	$ 59.50	$ 80.73	$ 57.00	$ 79.74	$ 57.00	$ 70.83
$ 88.00	$ 99.67	$ 85.00	$ 106.23	$ 86.00	$ 108.74	$ 86.00	$ 99.83
$ 58.80	$ 70.47	$ 64.00	$ 85.23	$ 58.95	$ 81.69	$ 58.95	$ 72.78
$ 58.80	$ 70.47	$ 66.00	$ 87.23	$ 58.95	$ 81.69	$ 58.95	$ 72.78
$ 62.75	$ 74.42	$ 70.00	$ 91.23	$ 66.00	$ 88.74	$ 66.00	$ 79.83
$ 62.75	$ 74.42	$ 72.00	$ 93.23	$ 66.00	$ 88.74	$ 66.00	$ 79.83
$ 62.75	$ 74.42	$ 70.00	$ 91.23	$ 65.00	$ 87.74	$ 65.00	$ 78.83
$ 140.00	$ 151.67						
Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	

Callanan	**Callanan**	**Cobleskill Stone Products**	**Cobleskill Stone Products**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**	**Heidelberg Material**
145 Cordell Rd Schen	145 Cordell Rd Schen	Rt 30 Schoharie	Rt 30 Schoharie	154 Cedar Lane Schoharie	154 Cedar Lane Schoharie	1061 Settles Hill Rd Altamont	1061 Settles Hill Rd Altamont
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	
11.67		21.23		$ 22.74		13.83	

Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
Price Per Ton	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/ Mil**	**Delivered**	**Price Per Ton**	**Price Per Ton W/**
			$ 60.00	$ 67.64	$ 70.00	$ 51.00	$ 55.09
			$ 62.00	$ 69.64	$ 72.00	$ 52.25	$ 56.34
			$ 80.00	$ 87.64	$ 90.00	$ 77.00	$ 81.09
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 63.84
			$ 68.00	$ 75.64	$ 78.00	$ 59.75	$ 63.84
			$ 72.00	$ 79.64	$ 82.00	$ 62.50	$ 66.59
			$ 72.00	$ 79.64	$ 82.00	$ 63.50	$ 67.59
			$ 80.00	$ 87.64	$ 90.00	$ 62.50	$ 66.59
$ 125.00	$ 153.87	$ 145.00					
Century Aggregates	**Century Aggregates**	**Century Aggregates**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**Troy Sand & Gravel**	**New Castle Asphalt**	**New Castle Asphalt**
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	

Century Aggregates	Century Aggregates	Century Aggregates	Troy Sand & Gravel	Troy Sand & Gravel	Troy Sand & Gravel	New Castle Asphalt	New Castle Asphalt
1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	1 Willow Hill Rd Lee MA	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake	230 Riverside Ave Rennsselaer	230 Riverside Ave Rennsselaer
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	
28.87			7.64			4.09	

2017 Mileage Revision Round Trip (To and From) Vendors for Asphalt and Stone Bids

		County Berne	County Coeyman CR 111	County Colonie	County Knox	County New Scotland	County Rensselaerville	County Westerlo	Town of Berne	Town of Knox	Town of Coeymans	Town of Westerlo	Town of New Scotland	Town of Guilderalnd	City of Albany Connors Blvd	City of Albany Rapp Road
ADD TO BID PRICE →→→→→→		**$10.59**	**$4.09**	**$13.23**	**$13.53**	**$8.90**	**$12.63**	**$9.02**	**$12.09**	**$13.71**	**$4.75**	**$9.02**	**$7.40**	**$11.13**	**$7.91**	**$9.62**
Callanan Ind.	**Selkirk/South Beth.**	35.2	13.6	44.0	45.0	29.6	42.0	30.0	40.2	45.6	15.8	30.0	24.6	37.0	26.3	32.0
		$10.59	$4.09	$13.23	$13.53	$8.90	$12.63	$9.02	$12.09	$13.71	$4.75	$9.02	$7.40	$11.13	$7.91	$9.62
ADD TO BID PRICE →→→→→→		**$21.77**	**$18.04**	**$4.21**	**$19.25**	**$14.44**	**$21.65**	**$19.07**	**$21.17**	**$19.07**	**$17.20**	**$19.91**	**$12.27**	**$11.31**	**$4.39**	**$8.03**
Callanan Ind.	**Watervliet**	72.4	60.0	14.0	64.0	48.0	72.0	63.4	70.4	63.4	57.2	66.2	40.8	37.6	14.6	26.7
		$21.77	$18.04	$4.21	$19.25	$14.44	$21.65	$19.07	$21.17	$19.07	$17.20	$19.91	$12.27	$11.31	$4.39	$8.03
ADD TO BID PRICE →→→→→→		**$12.63**	**$11.73**	**$7.82**	**$17.44**	**$8.42**	**$15.94**	**$12.33**	**$14.38**	**$17.14**	**$10.35**	**$13.65**	**$8.06**	**$8.31**	**$2.41**	**$6.62**
Albany Asphalt/Callanan	**Port of Albany**	42.0	39.0	26.0	58.0	28.0	53.0	41.0	47.8	57.0	34.4	45.4	26.8	27.6	8.0	22.0
		$12.63	$11.73	$7.82	$17.44	$8.42	$15.94	$12.33	$14.38	$17.14	$10.35	$13.65	$8.06	$8.31	$2.41	$6.62
ADD TO BID PRICE →→→→→→		**$10.83**	**$24.06**	**$22.56**	**$9.02**	**$16.84**	**$13.23**	**$15.34**	**$8.54**	**$9.14**	**$20.39**	**$14.92**	**$15.70**	**$13.62**	**$22.74**	**$19.91**
Heidelberg Material	**154 Cedar Ln, Schoharie, NY 12157**	36.0	80.0	75.0	30.0	56.0	44.0	51.0	28.4	30.4	67.8	49.6	52.2	45.3	75.6	66.2
		$10.83	$24.06	$22.56	$9.02	$16.84	$13.23	$15.34	$8.54	$9.14	$20.39	$14.92	$15.70	$13.62	$22.74	$19.91
ADD TO BID PRICE →→→→→→		**$9.26**	**$32.96**	**$25.26**	**$10.10**	**$15.52**	**$34.89**	**$29.59**	**$9.62**	**$5.29**	**$16.60**	**$14.53**	**$8.30**	**$5.83**	**$13.83**	**$7.64**
Heidelberg Material	**1061 Settles Hill Rd Altamont**	30.8	54.8	42.0	16.8	25.8	58.0	49.2	32.0	17.6	55.2	48.3	27.6	19.4	46.0	25.4
		$9.26	$32.96	$25.26	$10.10	$15.52	$34.89	$29.59	$9.62	$5.29	$16.60	$14.53	$8.30	$5.83	$13.83	$7.64
ADD TO BID PRICE →→→→→→		**$9.32**	**$25.56**	**$24.36**	**$7.64**	**$18.65**	**$14.86**	**$13.83**	**$7.04**	**$7.22**	**$18.89**	**$13.98**	**$14.19**	**$12.09**	**$21.23**	**$24.99**
Cobleskill Stone	**Schoharie**	31.0	85.0	81.0	25.4	62.0	49.4	46.0	23.4	24.0	62.8	46.5	47.2	40.2	70.6	83.1
		$9.32	$25.56	$24.36	$7.64	$18.65	$14.86	$13.83	$7.04	$7.22	$18.89	$13.98	$14.19	$12.09	$21.23	$24.99

2017 Mileage Revision Round Trip (To and From) Vendors for Asphalt and Stone Bids

ADD TO BID PRICE →→→→→→		**$15.34**	**$13.65**	**$6.92**	**$14.07**	**$11.61**	**$18.65**	**$14.63**	**$15.94**	**$14.44**	**$12.51**	**$15.28**	**$12.27**	**$8.42**	**$4.09**	**$7.46**
New Castle	**230 Riverside Ave Rensslear**	51.0	45.4	23.0	46.8	38.6	62.0	48.6	53.0	48.0	41.6	50.8	40.8	28.0	13.6	24.8
		$15.34	$13.65	$6.92	$14.07	$11.61	$18.65	$14.63	$15.94	$14.44	$12.51	$15.28	$12.27	$8.42	$4.09	$7.46

ADD TO BID PRICE →→→→→→		**$9.02**	**$6.32**	**$10.83**	**$11.85**	**$6.32**	**$11.13**	**$8.42**	**$10.53**	**$12.21**	**$5.41**	**$9.44**	**$7.70**	**$8.24**	**$6.98**	**$9.20**
Peter Freuh	**Feura Bush**	30.0	21.0	36.0	39.4	21.0	37.0	28.0	35.0	40.6	18.0	31.4	25.6	27.4	23.2	30.6
		$9.02	$6.32	$10.83	$11.85	$6.32	$11.13	$8.42	$10.53	$12.21	$5.41	$9.44	$7.70	$8.24	$6.98	$9.20

ADD TO BID PRICE →→→→→→		**$20.03**	**$18.04**	**$10.53**	**$16.90**	**$14.62**	**$23.76**	**$19.04**	**$21.11**	**$17.08**	**$18.22**	**$20.45**	**$20.69**	**$19.85**	**$7.64**	**$7.64**
Troy Sand & Gravel	**West Sand Lake**	66.6	60.0	35.0	56.2	48.6	79.0	63.3	70.2	56.8	60.6	68.0	68.8	66.0	25.4	25.4
		$20.03	$18.04	$10.53	$16.90	$14.62	$23.76	$19.04	$21.11	$17.08	$18.22	$20.45	$20.69	$19.85	$7.64	$7.64

ADD TO BID PRICE →→→→→→		**$9.32**	**$16.24**	**$8.42**	**$4.51**	**$7.82**	**$17.08**	**$15.82**	**$8.12**	**$4.69**	**$16.48**	**$16.42**	**$8.30**	**$5.53**	**$11.67**	**$6.74**
Callanan	**Altamont**	31.0	54.0	28.0	15.0	26.0	56.8	52.6	27.0	15.6	54.8	54.6	27.6	18.4	38.8	22.4
		$9.32	$16.24	$8.42	$4.51	$7.82	$17.08	$15.82	$8.12	$4.69	$16.48	$16.42	$8.30	$5.53	$11.67	$6.74

ADD TO BID PRICE →→→→→→		**$2.17**	**$10.65**	**$17.44**	**$7.34**	**$8.00**	**$7.22**	**$9.62**	**$4.81**	**$7.64**	**$11.85**	**$4.57**	**$9.38**	**$11.67**	**$17.02**	**$15.04**
Wm Larned & Sons	**138 Cole Hill rd East Berne**	7.2	35.4	58.0	24.4	26.6	24.0	32.0	16.0	25.4	39.4	15.2	31.2	38.8	56.6	50.0
		$2.17	$10.65	$17.44	$7.34	$8.00	$7.22	$9.62	$4.81	$7.64	$11.85	$4.57	$9.38	$11.67	$17.02	$15.04

ADD TO BID PRICE →→→→→→		**$19.97**	**$17.62**	**$7.10**	**$17.32**	**$14.56**	**$22.13**	**$19.25**	**$20.99**	**$17.62**	**$16.84**	**$19.49**	**$11.85**	**$12.99**	**$5.77**	**$16.78**
Warrn W. Fane	**620 Main Ave. Wynantskill, NY 12198**	66.4	58.6	23.6	57.6	48.4	73.6	64.0	69.8	58.6	56.0	64.8	39.4	43.2	19.2	55.8
		$19.97	$17.62	$7.10	$17.32	$14.56	$22.13	$19.25	$20.99	$17.62	$16.84	$19.49	$11.85	$12.99	$5.77	$16.78

ADD TO BID PRICE →→→→→→		**$36.87**	**$31.76**	**$31.28**	**$39.94**	**$34.16**	**$38.25**	**$34.64**	**$38.49**	**$38.67**	**$30.19**	**$34.64**	**$33.20**	**$35.61**	**$28.87**	**$32.30**
Century Aggregates	**1 Willow Hill Rd Lee MA**	122.6	105.6	104.0	132.8	113.6	127.2	115.2	128.0	128.6	100.4	115.2	110.4	118.4	96.0	107.4

2017 Mileage Revision Round Trip (To and From) Vendors for Asphalt and Stone Bids

	$36.87	$31.76	$31.28	$39.94	$34.16	$38.25	$34.64	$38.49	$38.67	$30.19	$34.64	$33.20	$35.61	$28.87	$32.30

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

TITLE: ASPHALT-MATERIALS ONLY RFB NUMBER: 2026-027

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

REQUEST FOR BIDS
ALBANY COUNTY PURCHASING COOPERATIVE

RFB #2026-027

ASPHALT-MATERIALS ONLY

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

NON-BIDDER RESPONSE

RFB # 2026-027

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 #2026-027

Sealed Bids for Asphalt Materials Only as requested by Albany County Purchasing Cooperative will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, February 26, 2026.

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 **February 12, 2026.**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
February 3, 2026

PUBLISH ONE DAY – February 12, 2026 -- THE EVANGELIST
PUBLISH ONE DAY – February 12, 2026 -- 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: **ASPHALT-MATERIALS ONLY**
1.2 Requesting Department: **ALBANY COUNTY PURCHASING COOPERATIVE**
1.3 Bid Number: **2026-027**

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for ***ASPHALT-MATERIALS ONLY as requested by ALBANY COUNTY PURCHASING COOPERATIVE.***

2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

2.3 This Request for Bids is a cooperative venture among Albany County, City of Albany, Town of Bethlehem, Town of Coeymans, Town of Berne, Town Guilderland, Town of Knox, Town of New Scotland, and Town of Westerlo. Any pricing offered to Albany County under this RFB shall be extended to these agencies.

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 **11:00am Thursday February 26, 2026,** 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 May 1, 2026 – April 30, 2027. 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 IN USE

SECTION 9: DISQUALIFICATION

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

(a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

(b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.

(c) Bidder's default under previous contracts with the County.

(d) Bidder's unsatisfactory work on previous contracts with the County.

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

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

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

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

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

SECTION 10: NOT IN USE

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

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

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

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

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

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

SECTION 13: EQUIVALENT GOODS

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

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

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, ***Room 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) Albany County shall be named as an additional named insured on all liability, policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

22.2 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 IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate

against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: NOT IN USE

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

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

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

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation

Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: NOT IN USE

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
ASPHALT CONCRETE-MATERIAL ONLY
RFB-2026-027

DETAILED SPECIFICATIONS

It is the intent of these specifications to solicit bids from responsible bidders for **Asphalt Concrete-Materials Only** where and when directed by the Commissioner of the Albany County Department of Public Works hereinafter referred to as the "County". Material specifications are the New York State Department of Transportation specifications of May 1, 2008, hereinafter referred to as "NYSDOT," or as modified by the County.

1. **MATERIAL:**

All material shall comply with the Applicable Specifications of items listed by the NYSDOT Standard Specifications of May 1, 2008

2. **ESCALATION CLAUSE:**

This is a fixed unit price bid and the awarded bidder will not be entitled to extra reimbursement due to price escalation or for cost of inflation.

3. **PAYMENT:**

Payment will be made on a per ton basis. Weigh slips for each truck load will be supplied to the County at the time of pick up.

4. **F.O.B. POINT:**

1.) All materials furnished under this bid will be picked up by the County/City/Town at the awarded facility, as specified on the bid form as "Pick-Up Location". All prices must be quoted F.O.B. Pick-up Location unless where noted as delivered. Items awarded to a vendor must be available for the duration of the specified bid period. Vendors not supplying products during the specified bid term may forfeit future bid awards with the Albany County Purchasing Cooperative. **Products that are awarded and not supplied by the awarded vendor will be purchased on the open market and the cost difference will be billed back to the original awarded vendor for the remainder of the bid period.**

5. **AWARD STIPULATIONS:**

a. Award of items under this bid will be made to the bidder who will provide the items at the lowest total cost to the County. The distance that Albany County vehicles must travel to (and from) the awarded bidder's pick-up location to obtain the materials, and the cost associated therewith, will be considered as a

component of total cost during bid evaluation and award. **Mileage is listed on the attached form showing the total round trip from facility location to plant location. In the event a vendor bids a pick up location that is not listed in this form the County reserves the right to determine the mileage during the review process.**

b. The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County. Awards may be made separately for each municipality, if it is in the best interest of the County.

6. **DIVISION LOCATIONS:**

Alb. Co. Colonie: 103 Heritage Lane, Albany, NY 12212
Alb. Co. Berne: County Route 2, 821 Cole Hill Road, East Berne, NY 12059
Alb. Co. Coeymans: 156 County Route 111, Alcove, NY 12007
Alb. Co. Knox: 1296 Township Road, Knox, NY 12107
Alb. Co. New Scotland: 449 New Salem Road, Voorheesville, NY 12186
Alb. Co. Rensselaerville: 265 County Route 357, Medusa, NY 12120
Alb. Co. Westerlo: 19 County Route 410, Westerlo, NY 12193
Town of Berne: 1811 Helderberg Trail, Berne NY 12023
Town of Bethlehem: 74 Elm Ave, East Selkirk NY 12158
Town of Coeymans: 1305 St. Rte. 143 Coeymans Hollow, NY 12046
Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085
Town of Knox: 1411 Township Rd., St Rte 146, Knox NY 12107
Town of New Scotland: 2029 New Scotland Rd, Slingerlands NY 12159
Town of Westerlo: 671 County Road 401, Westerlo NY 12193
City of Albany: Rapp Road Land Fill Albany NY 12205
City of Albany: 1 Conners Blvd Albany NY 12204

7. **ESTIMATED PURCHASE:**
Estimated usage listed on separate attachment.

These are estimates only and will not be considered minimum or maximum purchases.

Municipality	Asphalt	Tons
Albany County Division		
Colonie 103 Heritage Lane		
	Type 6 Top	75
	Type 7 Top	170
	Duropatch	15
Albany County Division		
New Scotland 449 New Salem Road	Type 6 Top	75
	Type 7 Top	75
	Type 3 Binder	65
	Plant Cold Patch	20
Albany County Division		
Coeymans 145 County Rt 111	Type 6 Top	75
Coeymans 145 County Rt 111	Type 7 Top	50
Westerlo 19 County Route 410	Duropatch	10
	Type 3 Binder	40
	Plant Cold Patch	10
Albany County Division		
Berne 821 Cole Hill Road	Type 6 Top	75
Knox 1296 Township Road	Type 7 Top	50
	Type 3 Binder	15
Albany County Division		
Rensselaerville 265 County Rt 357	Type 7 Top	20
	Winter Mix w/Fiber	20
City of Albany	Type 6F Top	7000
	Type 7F Top	4000
	QPR Duropatch/Cold Patch	500-700
	Winter Cold Patch	400
Town of Berne	Type 6	5000
Town of Bethlehem	Type 3	500
	Type 6	13000
	Type 7	3000
Town of Coeymans	Durapatch	20
	Type 6 Top	2500
	Type 7	200
	Type 3 Binder	500
Town of Guilderland		
	Type 6 Top	2000

Municipality	Asphalt	Tons
Town of Knox		UNKNOWN
Town of New Scotland	Type 3 Binder	500
	Type 6 Top	7500
	Type 7 Top	500
	Plant Mixed Cold Patch	50
Town of Westerlo	Type 6 Top	4000
Usage are estimates only and will not be considered minimum or maximum orders.		

2026 Mileage for Asphalt and Stone Bids (Round Trip Miles to and from Vendor)

		Berne	Coeyman CR 111	Colonie	Knox	New Scotland	Rensselaerville	Westerlo	Town of Berne	Town of Knox	Bethlehem	Town Coeymens	Town Westerlo	Town New Scot	Guilderland	Albany Connors Blvd	Albany Rapp Rd
Albany Asphalt/Callanan	**Port of Albany**	42	39	26	58	28	53	41	47.8	57	13.6	34.4	45.4	26.8	27.6	8	22
Callanan Ind.	**South Beth.**	35.2	13.6	44	45	29.6	42	30	40.2	45.6	8.4	15.8	30	24.6	37	26.3	32
Callanan Ind.	**Watervliet**	72.4	60	14	64	48	72	63.4	70.4	63.4	31	57.2	66.2	40.8	37.6	14.6	26.7
Callanan Ind.	**Schenectady/ Kings Rd**	51.6	58	14	33.6	27	67.1	54.4	45.4	34.4	41.6	53.4	56.6	27.8	18	33.4	16.4
Callanan Ind.	**Amsterdam**	69.6	95	45	34	61.2	67.2	76	65	35	81.6	95.4	95.4	89	51	65	52.8
Carver Sand & Gravel	**Altamont**	31	54	28	8	26	56.8	52.6	31	7.4	40.8	54.8	53.1	27.6	18.4	38.8	22.4
Carver Sand & Gravel	**Halfmoon**	76	70	26	58	46	86	84	71.4	58.6	44	70	74.5	51	45.8	27.4	32.8
Carver Sand & Gravel	**Middleburg**	36	80	75	30	56	44	51	28.4	29.4	70.4	67.8	49.6	52.2	45.3	75.6	88.1
Carver Sand & Gravel	**LaFarge Quarry 1916 US Rte 9W Ravena**	44.6	17.8	42.6	55.6	35.8	44.2	34.6	48	53.6	11	14.6	35.4	26.8	50.6	25.6	59.6
Cobleskill Stone	**Schoharie**	31	85	81	25.4	62	49.4	46	23.4	24	64.8	62.8	46.5	47.2	40.2	70.6	83.1
Gorman Brothers	**200 Church St, Port of Albany**	44	40	27	54	28	54	45	50.6	54.6	23.4	35.2	45.5	30	33	7	20
New Castle	**230 Riverside Ave Rensslear**	51	45.4	23	46.8	38.6	62	48.6	53	48	15.8	41.6	50.8	40.8	28	8	24.8
Pekham	**Catskill**	75.2	53.2	91	87	78.6	72	55.5	83.4	87.6	64.7	56	58	82.6	79.6	91.2	83.6
Peter Freuh	**Feura Bush**	30	21	36	45.4	22	37	28	35	46.6	10.8	18	31.4	25.6	27.4	77.6	86.9
Troy Sand & Gravel	**West Sand Lake**	66.6	60	35	56.2	48.6	79	63.3	70.2	56.8	33.2	60.6	68	68.8	66	25.4	25.4
Wm Larned & Sons	**Schenectady**	42	69.8	29	25	35.3	65	61	36.9	25.6	50.6	48.3	61.4	35.8	19.4	36.7	28.7
Wm Larned & Sons	**SR 158 Altamont NY 12009 (Guild)**	26.6	44.4	27.8	14	17.4	55	45.2	30	15	43	47	50.2	18.8	6	33.4	23.4
Dolmite	**Altamont**	31	54	28	15	26	56.8	52.6	27	15.6	40.8	54.8	54.6	27.6	18.4	38.8	22.4
Cranseville Block	**Scotia**	45.8	77.4	36	33.2	36.4	90.8	67	49.2	41.2	49	74.2	67.4	48	25	43.8	31.8
RJ Valente	**118 Button Rd Waterford NY 12188**	76	73	25.2	59	47.2	86.2	76.8	82	60.2	45	68.6	77.4	49	43.8	30.4	49.4
RJ Valente	**3349 Rte2 Cropseyville NY**	82.8	65.8	36.2	70.2	58.4	90	80.4	86.2	71.2	48.6	72.2	81.2	55.6	56	35.6	61.6
RJ Valente	**8 Jennifer Drive Wynantskill NY**	66.4	58.6	23.6	57.6	48.4	73.6	64	69.8	58.6	32.2	56	64.8	39.4	43.2	19.2	55.8

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: ASPHALT MATERIALS ONLY
Bid Number: 2026-027

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

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

   Date Number

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

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

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.

6. The following documents are attached to and made a condition of this Bid:

   (a) Non-Collusive Bidding Certificate (Attachment "A")

   (b) Acknowledgment by Bidder (Attachment "B")

   (c) Vendor Responsibility Questionnaire (Attachment "C")

   (d) Iranian Energy Divestment Certification (Attachment "D")

   (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")

7. Communication concerning this Bid shall be addressed to:

_____

_____

_____

Phone: _____ Fax: _____

E-mail: _____

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

BID FORM

BID IDENTIFICATION:

Title: ASPHALT MATERIALS ONLY
Bid Number: 2026-027

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

Alb. Co. Colonie #103 Heritage Lane, Colonie, NY 12212	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Alb. Co. New Scotland 449 New Salem Road, SR 85A Voorheesville NY 12186	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Albany County Coeymans 156 Cty Rte 111, Alcove NY 12007	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Albany County Westerlo 19 CR 410 Westerlo NY 12193	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Albany County Berne 821 Cole Hill Road, CR2 East Berne NY 12059	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Albany County Knox 1296 Township Road SR 146, Knox NY 12107	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Albany County Rensselaerville 265 Rte 357 Medusa NY 12120	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Town of New Scotland 2029 New Scotland Road Slingerlands NY 12159	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Town of Coeymans 1305 St. Rte 143 Coeymans Hollow NY 12046	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Town of Bethlehem 74 Elm Ave, East Selkirk NY 12158	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Town of Westerlo Highway Dept 671 County Road, NY 12193	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Town of Berne 1811 Helderberg Trail, Berne NY 12023	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

Town of Knox 1411 Township Road St Rte. 146 Knox NY 12107	
Pick Up Location	
Item Description	**Price Per ton**
403.11 Type 1 Base	
403.13 Type 3 Binder	
403.15 Shim Course	
403.16 Type 6 Top	
403.1701 Type 6F Top (High Marshall Design)	
403.18 Type 7 Top	
403.1901 Type 7F (High Friction Design)	
403.21 Asphalt Concrete Truing & Leveling	
403.2010 Winter Mix-Non Fiber	
15402.2030 Plant mixed cold patch	
403.2040 Winter Mix W/Fiber	
Vendor:	
Phone:	
Fax:	

City of Albany Rapp Road Landfill, Albany NY 12205		
Pick Up Location	Pick Up	Delivered
Item Description	**Price Per ton**	**Price Per ton**
403.11 Type 1 Base		
403.13 Type 3 Binder		
403.15 Shim Course		
403.16 Type 6 Top		
403.1701 Type 6F Top (High Marshall Design)		
403.18 Type 7 Top		
403.1901 Type 7F (High Friction Design)		
403.21 Asphalt Concrete Truing & Leveling		
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch		
15402.2050M Duropatch		
403.2040 Winter Mix W/Fiber		
QPR Duropatch/Cold Patch		
Winter Cold Patch 50# Bags		
Vendor:		
Phone:		
Fax:		

City of Albany 1 Conners Blvd Albany NY 12204		
Pick Up Location	Pick Up	Delivered
Item Description	**Price Per ton**	**Price Per ton**
403.11 Type 1 Base		
403.13 Type 3 Binder		
403.15 Shim Course		
403.16 Type 6 Top		
403.1701 Type 6F Top (High Marshall Design)		
403.18 Type 7 Top		
403.1901 Type 7F (High Friction Design)		
403.21 Asphalt Concrete Truing & Leveling		
403.2010 Winter Mix-Non Fiber		
15402.2030 Plant mixed cold patch		
15402.2050M Duropatch		
403.2040 Winter Mix W/Fiber		
QPR Duropatch/Cold Patch		
Winter Cold Patch 50# Bags		
Vendor:		
Phone:		
Fax:		

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☐ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☐ No

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

Title

Sworn before me this _____ day of _____, 20___;

_____
Notary Public

_____
Printed Name

_____
Signature

_____
Date

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

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

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

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

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

_____
Signature

_____
Title

_____ _____
Date Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

_____

Phone Number(s): _____

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

_____

_____

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

_____

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Contract #: 2026-0360

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Shawn Thelen]

Contact Phone: 518-447-7108

Vendor Info: Health System Services

Estimated Amount: 35000.00

Scope of Services: Medical Supplies and Billing under Medicare Part B

Budget Line Item: 44023

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

Shaker Place
REHABILITATION & NURSING CENTER

Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 03/06/2026

SUBJECT: Health Systems Services

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Health Systems Services to provide medical supplies and billing under Medicare Part B through Request For Proposal (RFP) 2026-014. These medical supplies provided include enteral feeding formulas and equipment, tracheotomy, urological and ostomy supplies along with wound care management supplies.

The RFP was issued and received three (3) respondents. Health System Services was the highest rated respondent according to the RFP grading.

This contract request is for a three (3) year period commencing on March 1st, 2026 and concluding on February 28th, 2029. The RFP also includes the option for two mutually agreed renewals of one-year terms for each at the conclusion of the initial three (3) year period. The total cost for the initial three (3) year period will be a not to exceed amount of $35,000.00.

We respectfully request approval of this contract.

HSSProposal Section I
Proposer Identification

RFP Name: MEDICAL SUPPLIES and BILLING UNDER MEDICARE PART "B"

RFP Number: 2026-014

Proposed By: Health System Services
51 Maplewood Ave.
Colonie, New York 12205

Headquarters:
Health System Services
6867 Williams Road
Niagara Falls, New York 14304

Contact: Jeff Rose
Senior Vice President-Operations/Partner
Telephone: 888-638-4477
Fax: 716-283-1291
Email: jeffr@healthsys.net

Federal Tax ID: 16-1500957

Medicare Supplier Number: 1097010001

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Proposal Section II
Qualifications/Experience

3.1 Health System Services specializes in Medicare Part B reimbursement for long-term care facilities. The company has been serving the long term care community with customized Medicare Part B Billing and Supply programs since 1996. HSS is an ACHC Accredited Organization and currently serves Shaker Place Rehabilitation and Nursing.

HSS is headquartered in Niagara Falls, New York, with offices and distribution centers in Charlotte, North Carolina, **Albany, New York,** Victor, New York, and New Windsor, New York. The company services over 200 Rehabilitation and Nursing facilities in ten states. Having five locations allows HSS to offer a wide breadth of coverage without sacrificing the personal approach and responsive service that our customers have grown to expect.

Health System Services is a member of the New York State Health Facilities Association, Northeast Medical Equipment Providers Association, and American Association for Homecare. Throughout its existence, the company has been actively involved in the advocacy of issues important to the long-term care community. We are a true partner.

3.2 Health System Services' success is due to the quality of its employees. Our decades of healthcare experience with a focus on third party reimbursement has enabled us to develop the most innovative and effective long term care Part B programs in the country. This is due to our quality people and the level of service they provide. Any of the references included in Section III will attest to this.

While many of our staff live and work in the Capitol Region, our team approach ensures that each employee is knowledgeable of each account. Furthermore, with modern communication technology, our Niagara Falls headquarters can readily serve as a resource for the company's other locations. What's more, if any facility we serve throughout the country wishes to meet with key staff members of HSS, everyone from the President of the company down, is available on a moment's notice.

Robert Minicucci Sr. is CEO/Founder of Health System Services. He has been developing Medicare Part B billing programs since 1989. In 1996 he left his position as Vice President of Medical Biotics to form Health System Services. As Vice President of Medical Biotics and President of Health System Services, Mr. Minicucci has been complying with New York State and Federal Regulations regarding the administration of Medicare and Medicaid programs for his entire career.

The Senior Vice President of Operations is Jeff Rose. Mr. Rose has been with Health System Services since its inception.

His background includes a bachelor's degree from Pennsylvania State University in Finance and Economics and a Masters in Business Administration from State University of New York at Buffalo. He has also completed extensive coursework at University of Southern California, school of Gerontology and is a Certified Environmental Access Consultant. Mr. Rose has over 25 years of experience in the healthcare field.

Todd Anderson, Vice President of Strategic Partnerships, is a graduate of Fredonia State College with a Bachelors degree in Healthcare Administration. He oversees sales and customer service operations of the HSSnd is responsible for implementing Injury Prevention Programs in both the long term and acute care settings. Todd has been in the healthcare field for the last 20 years. Todd resides in Kenmore New York and serves customers throughout the country.

Your Client Services team is led internally by Ashley Tesch, Care Coordination Manager and on site by Jacob Campana, Associate Regional Account Manager. Ashley has been with the HSS facility support team since 2014 and is an expert in third party reimbursement for long term care. Jacob joined HSS in 2025 and is a welcome addition. Jacob visits Shaker Place regularly to ensure the facility's needs are met. The entire staff at HSS is solely focused on getting everything covered under insurance that possibly can be. This approach guarantees maximum savings to our clients.

See Exhibit A for resumes of corporate officers.

3.3 Robert Minicucci, Sr., CEO/Founder of Health System Services, LTD., is authorized to bind the Proposal to the promises contained in this response for proposer.

Health System Services, LTD

6867 Williams Road
Niagara Falls NY 14304
(888) 638-4477

3.4 Health System Services is a credentialed provider for Medicare and Medicaid and holds the necessary supplier and provider identification numbers. We have served Shaker Place since it was known as the Albany County Nursing Home. Its staff is well acquainted with our team and the service provided.

Proposal Section III
References

3.5 As mentioned, Health System Services currently provides Medicare Part B billing and supplies to over 200 long-term care facilities in the east and mid-west.

Listed below are specific clients in comparable settings:

Mark S. Olsen, LNHA
Executive Director
Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, NY 12211
518-213-8955
mark.olsen@Shakerplace.org

Samontra Spencer, LMSW
Director of Long Term Care
Livingston County Center for Nursing and Rehabilitation
11 Murray Hill
Mount Morris, NY 14510
(585) 243-7970
sspencer@co.livingston.ny.us

Ramona Gant, RN,
Interim Adminstrator
Terrace View LTC
462 Grider St.
Buffalo, NY 14215
716-551-7200
rgant@ecmc.edu

Lawrence Ladue, LNHA
Valley View Rehab. and Nursing
2 Glenmere Cove Rd
Goshen, NY 10924
845-291-4740
LLaDue@orangecountygov.com

Todd Zbytniewski, LNHA
Glendale Home
59 Hetcheltown Rd.
Schenectady, NY 12302
518-384-3601
toddmzbytniewski@gmail.com

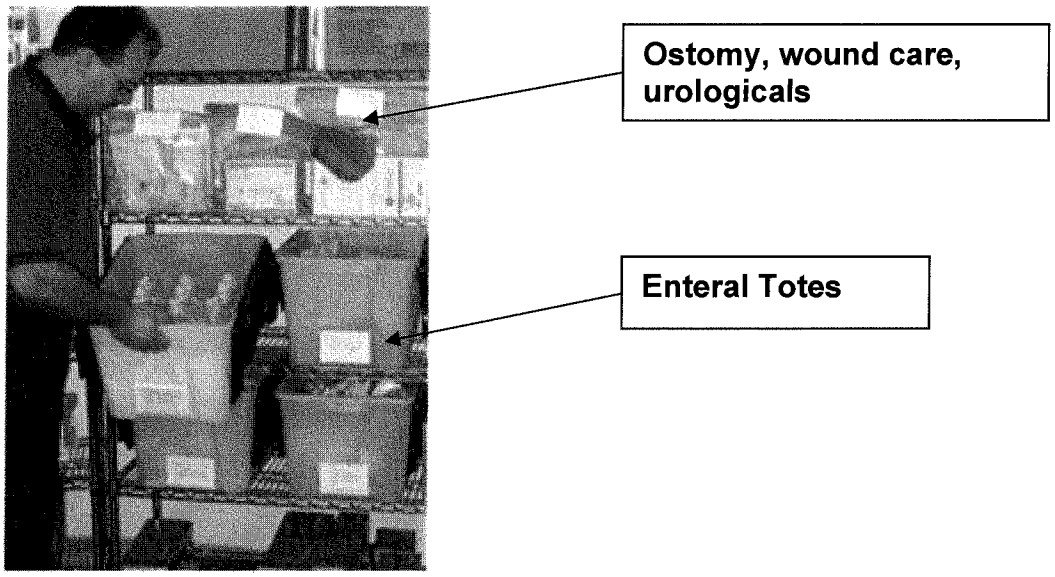
3.6 The current Shaker Place staff will affirm the quality of our service.

3.7 Vendor Responsibility Questionnaire (Attachment C)

Proposal Section IV
Plan Implementation

HSS provides supplies as ordered by residents' physicians and as directed by the facility. We accept assignment and immediately notify the facility if a resident does not qualify for coverage, in full compliance with Medicare and third-party payor guidelines.

Deliveries are made weekly to each nursing unit using HSS vehicles and personnel. Enterally fed residents receive patient-specific supplies packaged in clearly labeled totes to support nursing efficiency, nutritional oversight, and billing compliance. Ostomy, urological, tracheostomy, and wound care supplies are packaged by patient and delivered monthly.



All orders are verified in advance by trained Medicare Part B specialists to ensure accuracy, compliance, and program success.

HSS provides scheduled deliveries using company vehicles and maintains 24/7 availability for emergencies. After-hours calls are returned within 30 minutes, with emergency delivery available within six hours. Backup supplies of commonly used items are maintained at each facility to minimize disruptions and facilitate admissions.

HSS will hold the County harmless for claims denied by any payor, except where reimbursement is legally required (e.g., Medicare Part A residents). In addition to core services, HSS provides significant value-added support, including:

- ACHC accreditation
- In-house billing and coverage determination
- Wound care specialist support
- Corporate compliance and HIPAA programs
- Staff education and in-service training
- Easy-to-read delivery tickets and reports
- Customized reporting and cost-savings analysis

No HSS employee has been subject to governmental sanctions or penalties. Corporate compliance is a core organizational priority.

The above are recommendations. Health System Services will customize a program to best fit yours needs and reduce if not eliminate operational costs associated with the implementation of this program.

Proposal Section V
Cost Proposal

There is no cost to the facility for the provision of services to qualified beneficiaries.

If HSS is selected for Part B covered services only, because we must track Part A and non-covered utilization as part of that course of business, we can provide reports to assist Shaker Place staff in ordering non-covered supplies from a med/surg distributor. Under this arrangement, Shaker Place realizes the benefits of a Part B specialist, while obtaining the best possible "pass through" price from a med/surg distributor. In the event of an emergency or until Shaker Place can obtain product from the distributor, products may be purchased from HSS. **This would be the least costly solution because as your Part B specialist HSS will ensure that everything that is billable to Medicare and third party payors will be, and a distributor can offer the best price for non-billables without concern of anti-kickback regulations**.

Please note, a majority of large Rehabilitation and Nursing organizations that HSS serves have separate contracts with their Part A and Part B providers.

Exhibit A-Resumes

Robert A. Minicucci
453 Woodland Ct
Youngstown, New York 14174
(716) 510 - 0337
RobertM@HealthSys.net

Overview

Dynamic and results-driven professional with over 30 years of comprehensive experience in the healthcare industry, specializing in sales, marketing, finance, and business development. Demonstrated history of successful leadership and innovation, with a track record of driving revenue growth, improving operational efficiency, and building strong, profitable relationships with key stakeholders. Known for a strategic approach to business expansion, customer satisfaction, and team leadership. Proven ability to spearhead complex projects from concept to completion, ensuring outstanding results and organizational growth.

Career Highlights

Owner of very successful healthcare organization
Expert in Durable Medical Equipment, Prosthetic/Orthotic Reimbursement for Long Term Care facilities.

Led and the launch of a highly successful home medical equipment, respiratory and Medicare Part B billing and supply organization.
Identified and penetrated new markets. Instrumental in increasing projected annual revenue each year.
Achieved a 100% customer satisfaction rate in annual surveys across 250+ clients.
Drove over $100M in sales within five years through strategic market expansion, key account management, and launching new product lines tailored to market needs.
Cultivated strategic relations with long term care facility owners and administrators, hospital CEOs and administrators, ad agency professionals, and pharmaceutical company executives.
Assisted with the development and implementation of sales and marketing program for new publishing company.
Promoted from account executive to National Sales Manger within 18 months. Rated #1 in sales.

Professional Experience

CEO | Founder 05/96 - Present
Health System Service, LTD., Niagara Falls, New York
Home Medical Equipment, Respiratory, Rental and Medicare Part B Billing and Supply Organization

Developed innovative programs and systems for multi-facility nursing home organizations and free-standing long-term care facilities to provide third party billing services and supplies to qualified beneficiaries in fourteen States. Implemented Home Medical Equipment Division, Home Modification Division, Respiratory Division with four branch offices and multiple fitting locations.

Vice President 09/90 - 05/96
Medical Biotics, HQ Mahwah, New Jersey
Specializing in Medicare Part B reimbursement for long term care facilities

Spearheaded the creation and execution of comprehensive sales and marketing strategies. Directly responsible for operations in Western and Central New York. Ongoing responsibility for building all facets of sales of medical supplies and third-party billing services (including Medicare, Medicaid, and all major health insurance providers), marketing, distribution, and customer service. Heavy interface with owners and executive leadership of long-term care facilities. Personally established 40+ accounts.

National Sales Manager 05/88 - 09/90
Nicholas Publishing Company, Mahwah, New Jersey
An advertising sales company servicing the Medical Publishing Industry

Managed national sales staff of account executives responsible for outside sales of ad space to ad agencies and pharmaceutical companies throughout the United States. Personal major accounts developed include Schering-Plough, Pharmacia & Upjohn, Bristol-Myers, Syntex Labs, Vicom/FCB, Marion-Merrell Dow, Frank J. Corbett, Sudler & Hennessey, Thomas G. Ferguson Assoc., Little Brown Publishing Co., Cahner Publishing Co., Dowden Publishing Co., et. al.

Education

Niagara University, Niagara University, New York
B.S. Commerce with a concentration in Marketing. Dean's List.

Community Activities

Trustee, Catholic Health System Buffalo, NY
Trustee, Our Lady of Peace
Past Trustee, Mt. St. Mary's Hospital
Governor, Niagara Falls Country Club
Immediate Past President Niagara Falls Country Club
Director Mountain View Development Corporation
Past Chairperson Advisor to the President – Niagara University
Member, New York State Health Facilities Association (NYSHFA)
Chairperson NYSHFA Golf Outing
Chairperson, Kaleida Health Foundation Golf Tournament Tee off for Tots
Past Director, New York State Home Medical Equipment Providers
Past Director, National Association to Support Long Term Care
Past Chairperson, Mt. St Mary's Hospital Foundation
Former United Way Volunteer, Habitat for Humanity

Past Chairperson, Porter Cup International Amateur Golf Tournament
Past Member, Pharmaceutical Advertising Council
Past Director Alzheimer's Association
Past Chairperson, Niagara University Ball (President's Dinner)
Past Director Porter Cup Executive Committee
Past Board of Directors, Niagara Jr. Purple Eagles Travel Hockey
Past Board of Directors, Niagara Pioneer Soccer League
Coach Niagara Pioneer FC

Hobbies

Cooking	
Travel	
Exercise	Trained and successfully ran 3 marathons.
Reading	History, sales, marketing, self-help.
Listening	Podcasts

Jeffrey Rose
11 Covington Road
Buffalo, New York 14216
(716) 835-5252
jeffr@healthsys.net

Professional Profile

Results oriented Senior Manager with over twenty years of experience in the healthcare industry. Demonstrated expertise in strategic planning, new business development, operations management, sales/marketing, finance, accounting, and information systems.

Career History

Senior Vice President/Partner 6/00 to Present
Operations Manager 10/96 to 6/00
Health System Services, Ltd., Niagara Falls, New York

Instrumental in the transition of a small, regional medical supply and third party billing company into a national, multiple-site, accredited provider of nursing home Medicare Part B services and home medical equipment. Directly responsible for sales growth of more than 800% in nineteen years despite declining insurance reimbursement. Successfully diversified the company's product and service offerings to ensure long term viability. Responsibilities include:

- Oversight of management and staff in all areas of operations including billing, logistics, sales, customer service, accounting, retail operations, new business development, and information systems.
- Developing new lines of business including facility equipment, home medical equipment, and home modifications for the elderly and disabled.
- Led team to achieve accreditation through the Accreditation Commission for Health Care
- Chief Compliance Officer, developing compliance program to ensure proper Medicare billing and business practices.
- HIPAA and Privacy Officer, ensuring patient confidentiality.

- Assisting in the marketing and sales process, including the creation of marketing themes, proposal development and presentation, and contract negotiations for all lines of business.
- Conduct seminars and consulting on Medicare issues with various groups of nursing home owners and administrators.
- Design and implementation of custom software to improve operations.
- Oversight of 25+ workstation wide area network including transition to Windows 2000 server.

Project Consultant 08/95 to 10/96

Planned Parenthood of Buffalo & Erie County, Inc., Buffalo, New York

Served in a consultative capacity on various projects including:

- Financial analysis of merger candidates.
- Managed care contract review and strategy formulation.
- Third party insurance billing process refinement.
- Systems analysis resulting in multiple platform network upgrading and billing/office management software selection.
- Accounting procedures audit and Accounting Policy and Procedure Manual development.

Instructor 07/96 to 10/96

Bryant & Stratton Business Institute, Southtowns Campus, Lackawanna, New York

- Evening instructor of computer concepts and the Microsoft Office line of software consisting of Word, Excel, Access and PowerPoint.
- Received excellent evaluations from both the Dean and students.

General Manager 09/94 to 08/95

Cozzwill, Inc., Buffalo New York

- Assisted in the incorporation of a small construction company.
- Responsible for all accounting and job site operations.
- Managed all phases of multiple projects.
- Developed budgets, and performed cost analyses.
- Prepared corporate tax return, government reports, and internal financial statements.
- Procured and supervised subcontractors and construction crews.
- Served as Safety Manager, assuring compliance with all OSHA regulations.

Financial Coordinator 03/93 to 09/94

Planned Parenthood of Buffalo & Erie County, Inc., Buffalo, New York

A supervisory position with responsibilities encompassing a wide range of functions including;

- *Human Resources Management:* administered company benefits; provided support for bargaining unit contract negotiations.
- *Accounting:* budget development and variance analysis; fiscal period closings.
- *Management Information Systems:* Network Administrator for a ten workstation IBM based Novell LAN, as well as a multi-site Macintosh clinic reporting system;
- *Purchasing/Accounts Payable:* oversaw purchasing and Accounts Payable functions; developed purchasing procedures.

Education

The State University of New York at Buffalo **Masters of Business Administration**, December 1993 Concentration in Applied Information Systems	09/91 to 12/93
The Pennsylvania State University **Bachelor of Science in Finance**, May 1990 Minor in Economics	08/86 to 05/90
University of Southern California Ethel Percy Andrus Gerontology Center **Executive Certificate Program in Home Modification**	2006
U.S. Rehab **Certified Environmental Access Consultant**	2007

Activities

Senior Services Advisory Committee	Member	2012 to 2014
The Olmsted School Foundation Board	Vice President President	2008 to 2011 2012 to Present

TODD C. ANDERSON

95 Crosby Avenue
Buffalo, New York 14217
(716) 876-4755
todda@healthsys.net

Objective To obtain a business development/sales position in the health care industry

Experience HEALTH SYSTEM SERVICES Niagara Falls, New York

Vice President of Client Services
(January 2003 to present)

B&L MEDICAL Buffalo, New York

Sales & Service
(January 2002 to January 2003)

Independent Contractor responsible for installing, educating and selling teleradiology equipment and software to radiologists, hospitals and imaging centers.

NOVACARE REHABILITATION Chicago, Illinois
Business Development Manager
(September 1999 to January 2002)
Responsible for identifying, developing and maintaining relationships with physicians, case managers, insurance carriers and industry leaders. Member of management team for fourteen locations. Exceeded all quarterly goals and diversified referral base.

MEDICAL RESOURCE, INC. Chicago, Illinois
Imaging Services Representative
(January 1997 to September 1999)
Sales representative for Chicago MRI and multi-modality imaging centers. Responsible for developing and managing relationships with physicians, hospitals, managed care IPA's, PPO's, workman's compensation, unions, self-insured companies and other imaging centers.

FIRST AMERICAN HOME CARE Skokie, Illinois
Coordinator of Field Management Development
(April 1995 to December 1996)
Establish and maintain effective working relationships and open channels of communication between First American agencies, the medical community, and the public served by these agencies. Create and manage referral sources through interaction with hospital social service/discharge planning, physicians, and community groups.

BLOOMINGDALE PAVILION Bloomingdale, Illinois
CONVALESCENT NURSING CENTER
Director of Admissions & Marketing
(April 1993 to April 1995)
Responsible for developing census to meet and exceed budgeted goals for convalescent and retirement centers. Develop and maintain relations with referral sources. Created marketing tools for presentation to potential referral sources. Responsible for all aspects of admissions to facility, including: telephone inquiries, tours of facility, personal assessments of potential patients, contract and financial work up, Advance Directives, and Medicare/Medicaid guidelines.

Education **State University of New York, College at Fredonia**
Bachelor of Science – May 1992
Major: Health Service Administration Concentration: Marketing
Minor: Economics

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Medical Supplies and Billing under Medicare Part "B"
RFP Number: 2026-014

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;

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 NY)
COUNTY OF Niagara) **SS.:**

On this 23 day of January, 2026, before me personally appeared Howard Jeff Rose to me known, who, being by me sworn, did say that he resides at (give address) 11 Covington Rd, Buffalo NY 14216; that he is the (give title) Senior Vice President of operations of the (name of corporation) Health System Services, 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.

ANDREW DIECKMAN
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01DI6385766
COMM. EXP. 01/14/2027

Notary Public, State of New York

Qualified in Niagara County

Commission Expires 01/14/27

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	3. IDENTIFICATION NUMBERS
Health System Services, Ltd.	a) FEIN # 16-1500957 b) DUNS # 94-730-9670
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.healthsys.net

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
6867 Williams Rd. Niagara Falls, NY 14304	716-283-2339	716-283-1291
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Jeff Rose
Title Sen. VP-operators/Partner
Telephone Number 716-283-2339
Fax Number 716-283-1291
e-mail jeffre healthsys.net

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

a) NAME	TITLE	b) NAME	TITLE
Robert A. Minicucci	CEO	Jeff Rose	Sen. VP-Operators
c) NAME	TITLE	d) NAME	TITLE
Todd Anderson	VP-strategic partnership		

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor, ☐ Yes ☒ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ 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 OR 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

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 Hen HM System Services

Address 6867 Williams

City, State, Zip Niagara Falls, NY 14304

Signature of Owner

Printed Name of Signatory H. Jeffrey Rose

Title Sen. VP-Operations/partner

Sworn before me this 23 day of January, 2026

Notary Public

ANDREW DIECKMAN
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01DI6385766
COMM. EXP. 01/14/2027

H. Jeffrey Rose
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

Senior VP- Operations Partner
Title

1/21/26
Date

Health System Services
Company Name

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

SHAKER PLACE REHABILITATION AND NURSING CENTER

RFP#2026-014

MEDICAL SUPPLIES and
BILLING UNDER MEDICARE PART "B"

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: MEDICAL SUPPLIES and BILLING UNDER MEDICARE PART "B"

RFP NUMBER: 2026-014

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 #2026-014

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 #2026-014

Sealed Proposals for **Medical Supplies and Billing under Medicare Part "B"** as requested by Shaker Place Rehabilitation and Nursing Center 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 30th 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 **January 15th 2026.**

Pamela O Neill
Purchasing Agent

Dated: **January 8th 2026**
Albany, New York

PUBLISH ONE DAY – **January 15th 2026--** THE EVANGELIST
PUBLISH ONE DAY – **January 15th 2026--** THE TIMES UNION

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

MEDICAL SUPPLIES and BILLING UNDER MEDICARE PART "B"
SHAKER PLACE REHABILITATION AND NURSING CENTER
RFP #2026-014

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 the provision and billing of various medical supplies under the terms of Medicare Part B as requested by Shaker Place Rehabilitation and Nursing Center

1.2 Eligible proposers shall possess:
   a. A minimum of three (3) years of experience in the provision and billing of medical supplies under Medicare Part "B".
   b. A Medicare Provider Number in effect at the time of proposal submission.

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 30, 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 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 Shaker Place Rehabilitation and Nursing Center.

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 ***the provision and billing of medical supplies under Medicare Part "B"***

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

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

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

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

SECTION 4: SCOPE OF SERVICES

4.1 The Contractor shall provide medical supplies, including, but not limited to: Enteral Feeding, Urological, Ostomy, Tracheotomy, Wound Management and Ancillary supplies and formula directly to the residents of the Shaker Place Rehabilitation and Nursing Center (herein after referred to as Shaker Place). Contractor shall provide items as directed by Shaker Place.

4.2 The Contractor shall accept assignment and directly bill the resident's Medicare Part B, Medicaid, secondary insurance, commercial insurance or other responsible party. Contractor shall accept reimbursement(s) received as full payment.

4.3 Contractor shall adhere to all guidelines established by Medicare.

4.4 The Contractor shall prepare the necessary Medicare Certificate of Medical Necessity (CMN) according to the Medicare guidelines for each resident. The Contractor shall forward all Doctor Orders and CMNs to Shaker Place for signature.

4.5 The Contractor shall provide items per the Shaker Place product specifications, including manufacturer brand and item number. Contractor shall comply with any and all changes in product requested by Shaker Place.

4.6 The Contractor shall deliver items to Shaker Place. The Contractor shall have in place a system to demonstrate proof of delivery. In the Proposal, the Proposer shall indicate method of delivery (third party truck, vendor truck, etc.).

4.7 The Contractor shall hold Shaker Place harmless for all claims denied by Medicare Part B for residents presumed to be eligible for Part B benefit.

4.8 The Contractor shall meet with a Shaker Place representative on a regular basis to resolve any issues as required. Schedule of meetings will be determined by Shaker Place.

4.9 The Contractor shall provide the following reports to Shaker Place:

- Monthly Report Per Resident: Products distributed, quantity and date of distribution.

- Summary Monthly Report: Products and quantities distributed for the whole Facility.
- The Contractor will generate other reports as needed at Shaker Places' request.

4.10 Provision of supplies for any residents who are not eligible for benefits under Medicare Part B will be determined by Shaker Place in consultation with the Contractor. Any charges for supplies for non-eligible residents shall be at the best rate Shaker Place could obtain if otherwise purchasing the products (e.g., County bid price, Iroquois Consortium pricing, Premier contract pricing and/or New York State Contract).

4.11 The Contractor shall comply with any and all State and Federal laws and guidelines.

4.12 The Contractor shall be in compliance with all applicable Federal and State license and regulatory requirements.

4.13 The Facility reserves the right to audit any and all billing records to assure that the Contractor is in compliance with any and all corresponding laws, regulations, guidelines and standards.

4.14 The Contractor shall maintain a Quality Assurance program to assure its continued compliance with all corresponding laws, rules and regulations.

4.15 The Proposer shall have a minimum of liability insurance in the amount to meet CMS DMEPOS Supplier Standards.

4.16 The Proposer shall have a valid Medicare Provider Number at the time of proposal submission and shall maintain it throughout the duration of the contract.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be 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.

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 Shaker Place Rehabilitation and Nursing Center. Proposals shall be evaluated based upon the following:

CRITERIA	***WEIGHT***
Proposer's comprehension of the required (work) Scope of Services	40%
Professional Qualifications and Prior experience in similar projects	30%
Proposer's demonstrated capabilities (equipment, financial solvency, location)	10%
Client References	10%
Staffing- (Evaluation of Employees' Resumes)	10%

8.3 Proposals will be examined and evaluated by the Shaker Place Rehabilitation and Nursing Center 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: 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

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 FREEDEOM 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: 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 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 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: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Medical Supplies and Billing under Medicare Part "B"
RFP Number: 2026-014

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: Medical Supplies and Billing under Medicare Part "B"
RFP Number: 2026-014

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? ☐ Yes ☐ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

1. federal, state or local health laws, rules or regulations. ☐ Yes ☐ No

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES [1] HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No
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 OR 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] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

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
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: Mark Olsen
Shaker Place Rehabilitation and Nursing Center

FROM: Pamela O Neill
Purchasing Agent

DATE: February 24, 2026

RE: RFP #2026-014

I am in receipt of your recommendation to award the aforementioned to Health Systems Services in the amount of $35,000.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Health Systems Services.

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

Contract #: 2026-0477

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Shawn Thelen]

Contact Phone: 518-447-7108

Vendor Info: Mobile Imaging

Estimated Amount: 165000.00

Scope of Services: X-Ray Services for Shaker Place Rehabilitation and Nursing Center

Budget Line Item: 44069

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

Shaker Place
REHABILITATION & NURSING CENTER

Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 03/30/2026

SUBJECT: Mobile Imaging, Ltd.

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests contract approval with Mobile Imaging, Ltd. for X-Ray and electrocardiogram (ECG) services for the residents of SPRNC. Mobile Imaging, Ltd will provide these services on-site as required by Physician orders and report readings to the facility and the Resident's Physician.

Mobile Imaging, Ltd. was the sole responsible respondent to Request For Proposal (RFP) 2026-031. The award through the RFP is for an initial three (3) year term with the option of two (2) additional one year mutually agreed to renewals. The initial contract term of three (3) years will commence on May 1st, 2026 and continue through April 30th, 2029. The request is for a do not exceed amount of $165,000.00.

We respectfully request approval of this contract.

PROPOSAL TO PROVIDE X-RAY SERVICES
TO SHAKER PLACE REHABILITATION AND NURSING CENTER

(RPF # 2026-031)
X-RAY SERVICES

Submitted by:
MOBILE IMAGING LTD.
7 Herbert Drive
Latham, NY 12110
(518) 785-3511
E-mail: whmi@nycap.rr.com

Contact: Walter T. Hughes, Jr., President

Submitted: March 5, 2026

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SECTION II

QUALIFICATIONS/ EXPERIENCE

QUALIFICATIONS TO PROVIDE SERVICE IN NEW YORK STATE

CERTIFICATE OF REGISTRATION

Mobile Imaging Ltd's Certificate of Registration was issued by the New York State Department of Health. The registration has been in good standing since 1985.

State of New York

Department of Health

CERTIFICATE OF REGISTRATION

This certificate is to certify that the following Radiation Installation is registered at the premises indicated pursuant to section 16.50 of the New York State Sanitary Code. This certificate must be conspicuously displayed at the Radiation Installation.

Registration Number
01015291

MOBILE IMAGING LTD # 1
7 HERBERT DR
LATHAM NY 12110

Maximum inspection interval for installation type of Other is 2 years

Registration period begins May 27, 2020 and expires May 27, 2028

Alexandra Damiani
Bureau of Environmental Radiation Protection

Howard Zucker M.D.
Commissioner

DOH-3376 (04/2001) RI 245520

COMPANY NAME, HISTORY AND DESCRIPTION

COMPANY NAME: Mobile Imaging Ltd.

HISTORY: Founded in 1985, Mobile Imaging Ltd. is a locally owned and operated corporation, providing mobile diagnostic imaging and cardiac monitoring services to long-term care facilities in New York State.

Over the years the company has continued to grow by expanding our service area to encompass 10 counties in New York State. As our service area has grown the company has continued to evolve by upgrading our digital imaging capabilities. Our staff utilizes **digital high-frequency portable x-ray units** which offer the MOST advanced portable x-ray technology available. Our staff is able to view patient images at the bed-side of each resident and send those images directly to a Radiologist for interpretation.

Mobile Imaging Ltd. provided services to Albany County Nursing Home from 1987 until 2014. We began providing services again in 2015 and are providing services to Shaker Place Rehabilitation and Nursing Center in 2026.

DESCRIPTION: located in Latham, New York, Mobile Imaging provides X-ray, Electrocardiogram, Holter Monitoring and Ultrasound examinations at the patient's bedside.

Our Digital PACS system (Patient Archive and Communication System) allows authorized staff to access all of the resident's reports and images from their computers. This internet-based web site is accessible 24 hours a day 7 days a week to all of our clients.

Mobile Imaging employs seven (6) New York State licensed Radiologic Technologists and three (3) Sonographers, allowing for a rapid response to STAT exams with final results phoned in within **2 hours** of the initial request.

PROFESSIONAL STAFF MEMBERS, EXPERIENCE WITH COMPANY AND OFFICE LOCATION

RADIOLOGIC TECHNOLOGIST'S	YEARS OF EXPERIENCE WITH COMPANY
Frank Verrelli	35 (part time)
Michael Gamache	30
Todd Sauntry	9
Laura Saccocio	4
David Hayes	4
Anthony Caruana	2 (part time)
SONOGRAPHER'S	
Jason Howe	9
Caroline Collins	1
Edward PenDyke	14 (per diem)

PLEASE NOTE: All employees work from our office located at 7 Herbert Drive, Latham, New York.

RESUMES AND/OR NEW YORK STATE LICENSES FOR ALL EMPLOYEES CAN BE FORWARDED UPON REQUEST

SUPERVISORY RADIOLOGIST/ CARDIOLOGIST INFORMATION

SUPERVISING RADIOLOGIST

David Noah Strauss, M.D. is the Supervisory Radiologist for Mobile Imaging Ltd.
(Resume and License pages 5-8)

CARDIOLOGIST

Michael Paul Bernstein, M.D. is the Supervising Cardiologist for Mobile Imaging Ltd.
(Resume and License page 9-10)

The University of the State of New York
Education Department
Office of the Professions

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 240529-02 Certificate Number: 3422257

STRAUSS DAVID NOAH
DEPT MEDICAL IMAGING
211 CHURCH STREET
SARATOGA SPRINGS NY 12866-0000

is registered to practice in New York State through 09/30/2027 as a(n)
PHYSICIAN

LICENSEE/REGISTRANT

COMMISSIONER OF EDUCATION

EXECUTIVE SECRETARY

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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DAVID NOAH STRAUSS, MD

EDUCATION:

07/06–06/07 **New York University/The Hospital for Joint Diseases** New York, NY
- Fellow in Musculoskeletal Imaging

07/02-06/06 **Georgetown University Medical Center Radiology Resident** Washington, D.C.
- Chief Resident for the academic year 2004-2005
- President Residents Section DC American College of Radiology

07/98-06/99 **National Naval Medical Center** Bethesda, MD
- Completed Preliminary Internal Medicine Internship

08/94-05/98 **Georgetown University School of Medicine** Washington, D.C.
- Doctor of Medicine
- Graduated in top one third of class

08/89-05/93 **Georgetown University College of Arts and Sciences** Washington, D.C.
- Bachelor of Arts in Economics
- Dean's List and Omicron Delta Epsilon-Economics Honor Society

EXPERIENCE:

07/02-06/06 **Georgetown University School of Medicine** Washington, D.C.
- Radiology-Gross Anatomy correlation instructor

07/01-12/03 **Taylor Regional Medical Center** Hawkinsville, GA
- Attending Emergency Room Physician

07/99-07/02 **Naval Air Station Atlanta** Atlanta, GA
- Flight Surgeon and Department Head for Aviation Medicine

RESE ARCH& PUBLICATIONS:

08/00-06/02 **Emory University Medical Center** Atlanta, GA
- Research Assistant, Department of Radiology, Division of Nuclear Medicine

10/01 **The Journal of Clinical Nuclear Medicine**
- Incidental finding of increased F-18 FDG uptake in the vascular graft of a patient with a solitary pulmonary nodule. Clinical Nuclear Medicine. 2001 Oct; 26(10):885-6.

QUALIFICATIONS, LICENSES, & AWARDS:

06/06 - present Board Certified in Diagnostic Radiology

06/00 - present Basic Life Support and Advanced Cardiac Life Support

10/02 - present Licensed to Practice Medicine and Surgery in Virginia, Georgia, New York and the District of Columbia.

david.strauss@mmipc.com
26 Fifth Avenue
Saratoga Springs. 12866 NY
CELL PHONE, 202-368-3868

DAVID NOAH STRAUSS, MD

EDUCATION:

07/06–06/07 **New York University Medical Center/Joint Diseases Hospital** ew York, NY
Fellow in Musculoskeletal Imaging

07/02-06/06 **Georgetown University Medical Center Radiology Resident** Washington, D.C.
Resident of the Year 2005-2006

Chief Resident for the academic year 2004-2005

President Residents Section DC American College of Radiology

07/99-06/00 **National Naval Medical Center** Bethesda, MD
Completed Preliminary Internal Medicine Internship

08/94-05/98 **Georgetown University School of Medicine** Washington, D.C.
Doctor of Medicine
Graduated in top one third of class

08/89-05/93 **Georgetown University College of Arts and Sciences** Washington, D.C.
Bachelor of Arts in Economics
Dean's List and Omicron Delta Epsilon-Economics Honor Society

CIVILAN EXPERIENCE:

08/07- present **Millennium Medical Imaging, PC**

President; FACR Saratoga Sprgs., NY

Medical Chair Adirondack Medical Center Saranac Lake, NY

07/02-07/06 **Georgetown University School of Medicine** Washington, D.C.
Radiology-Gross Anatomy correlation instructor

07/01-12/03 **Taylor Regional Medical Center** Hawkinsville, GA
Attending Emergency Room Physician

david.strauss@mmipc.com 26
Fifth Avenue
Saratoga Springs. 12866 NY
CELL PHONE, 202-368-3868

MILITARY EXPERIENCE:

07/02-10/07 **Naval Bureau of Medicine** Washington, DC

Naval Reservist

07/00-07/02 **Naval Air Station Atlanta** Atlanta, GA

Flight Surgeon and Department Head for Aviation Medicine

Department Head for Radiology Services

10/99-07/00 **Naval Operational Medicine Institute** Pensacola, FL

Completed 9 week didactic training in Aviation Medicine

Completed 6-week general aviation ground school

Completed 10 week flight indoctrination instruction in the T-34C and Bell TH-57

06/99-09/99 **Pentagon Medical Clinic** Arlington, VA

Staff Physician

Head of Executive Officer Yearly Physical Program

RESEARCH & PUBLICATIONS:

2008 **Bull NYU Hosp Jt Dis.** 2008;66(2):94-101.

Distal Clavicular Osteolysis: a review of the literature

08/01-06/02 **Emory University Medical Center** Atlanta, GA

Research Assistant, Department of Radiology, Division of Nuclear Medicine

10/01 **The Journal of Clinical Nuclear Medicine**

Incidental finding of increased F-18 FDG uptake in the vascular graft of a patient with a solitary pulmonary nodule. Clinical Nuclear Medicine. 2001 Oct; 26(10):885-6.

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To: Licensee/Registrant

- Please review the Registration Certificate below to be sure the information on it is correct.
- If any of the information is not correct, please contact us at OPREGFEE@mail.nysed.gov or (518) 474-3817, Ext. 410.
- If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.

SEE BACK FOR IMPORTANT INFORMATION

COPY

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: 159944-01 Certificate Number: 3156144

BERNSTEIN MICHAEL PAUL
7 SOUTHWOODS BLVD
ALBANY NY 12211-0000

THE UNIVERSITY OF THE STATE OF NEW YORK 1784

is registered to practice in New York State through 11/30/2026 as a(n)
PHYSICIAN

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EXECUTIVE SECRETARY

DEPUTY COMMISSIONER FOR THE PROFESSIONS

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Michael Bernstein, M.D.

Education

1987-1989 Upstate Medical Center, Syracuse, New York
Graduated cum laude

1984-1987 Maine Medical Center, Portland, Maine

1980-1984 Sackler School of Medicine, NYS Program

1971-1975 University of Buffalo, Buffalo, New York

Dr. Bernstein has been practicing medicine in the Capital District since 1989. In 2009 he joined Capital Cardiology Associates where he has continued his career.

PROPOSERS NAME, TITLE, MAIN OFFICE ADDRESS, CONTACT INFORMATION

Proposer Name and Title:

Walter T. Hughes Jr., President, Mobile Imaging Ltd.

Main Office Address:

Mobile Imaging Ltd.
7 Herbert Drive
Latham, New York 12110

Phone:
(518) 785-3511

E-mail:
whmi@nycap.rr.com

FIRMS EXPERIENCE PROVIDING X-RAY SERVICES

Mobile Imaging was founded in 1985 and is the Capital District's first provider of mobile diagnostic imaging services.

Mobile Imaging currently provides service to over 30 long-term care facilities along with the majority of the Adult/Assisted Living Residences in and around the Capital District. Our services are also made available to correctional facilities and homebound patients. Our staff of licensed Radiologic Technologists and Sonographers gain valuable experience daily by performing a wide variety of mobile diagnostic tests on the geriatric patients of the Capital District.

Mobile Imaging Ltd.'s Certificate of Registration has been in good standing since 1985. Additionally, Mobile Imaging has always maintained a record of compliance with ALL the rules and regulations governing the Medicare System.

ADDITIONAL INFORMATION

As an owner operated company, our management style is unique. The daily operations are supervised by an owner allowing for an immediate response to questions and/or concerns that may arise from our clients. The company president is a licensed Radiographic Technologist with 47 years of Radiology experience.

Our office, which is conveniently located at 7 Herbert Drive in Latham, is four miles from Shaker Place Rehabilitation and Nursing Center allowing us to provide a rapid response for all the facilities imaging needs, particularly for "STAT" requests.

Mobile Imaging utilizes digital high-frequency portable x-ray units. This technology allows our technologists to view x-ray images at the patient's bedside which reduces the need for repeat examinations and increases the speed and accuracy of our reporting. Our Ultrasound machines have the digital capability of loading the images into our PACS system remotely to allow instant access to ordering physicians and practitioners.

Mobile Imaging remains committed to offering the latest technology to our clients and thereby assisting them in offering the highest standards of care to their residents.

SECTION III

REFERENCES

REFERENCES

1. GLENDALE NURSING HOME
   59 Hetcheltown Road
   Scotia, NY 12302
   (518) 384-3600

   Todd Zbytniewski, Administrator

2. OUR LADY OF MERCY LIFE CENTER
   2240 Western Avenue
   Albany, New York 12084
   (518) 464-8100

   Sandra Sullivan Smith, Administrator

3. KINGSWAY ARMS NURSING CENTER
   323 Kings Road
   Schenectady New York 12304
   (518) 393-4117

   James Farnan, Administrator

ADDITIONAL INFORMATION

As an owner operated company, our management style is unique. The daily operations are supervised by an owner allowing for an immediate response to questions and/or concerns that may arise from our clients. The company president is a licensed Radiographic Technologist with 47 years of Radiology experience.

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Mobile Imaging remains committed to offering the latest technology to our clients and thereby assisting them in offering the highest standards of care to their residents.

CLIENT LIST

Wesley Health Care Center
131 Lawrence Street
Saratoga Springs, New York 12866

Shaker Place Rehab & Nursing
780 Albany Shaker Road
Albany, New York 12211

Evergreen Commons
1070 Luther Road
East Greenbush, New York 12018

Teresian House
200 Washington Avenue Ext.
Albany, New York 12205

Glendale Nursing Home
59 Hetcheltown Road
Scotia, New York 12302

Wilkinson Residential Health Care
4988 State Highway 30
Amsterdam, New York 12010

Eddy Village Green
421 W. Columbia Street
Cohoes, New York 12047

Fireman's Home
125 Harry Howard Avenue
Hudson, New York 12534

Baptist Health Nursing and Rehab. Center
297 North Ballston Avenue
Scotia, New York 12302

Eddy Memorial Geriatric Center
2256 Burdett Street
Troy, New York 12180

The Center for Nursing and Rehab at Hoosick Falls
21 Danforth Street
Hoosick Falls, New York 12090

The Pines at Glens Falls
170 Warren Street
Glens Falls, New York 12801

Schuyler Ridge Residential H.C.
One Abele Boulevard
Clifton Park, New York 12065

CLIENT LIST
(CONTINUED)

Eddy Heritage House Nursing Center
2920 Upper Tibbitts Avenue
Troy, New York 12180

Eddy Village Green Beverwyck
40 Autumn Drive
Slingerlands, New York 12159

St. Joseph's Provincial House
385 Watervliet-Shaker Road
Latham, New York 12110

Daughters of Sarah
Washington Ave. Extension
Albany, New York 12205-5398

Kingsway Arms
323 Kings Road
Schenectady, New York 12304

Van Rensselaer Manor
133 Bloomingrove Drive
Troy, New York 12180

Our Lady of Mercy Life Center
2240 Western Avenue
Albany, New York 12084

St. Peters Nursing and Rehab
301 Hackett Boulevard
Albany, New York 12208

Palatine Bridge
Upper Lafayette Street
Palatine Bridge, New York 13428

Kingsway Manor
323 Kings Road
Schenectady, New York 12304

Wells Nursing Home
210 West Madison Avenue
Johnstown, New York 12095

River Ridge Living Center
100 Sandy Drive
Amsterdam, New York 12010

Fort Hudson Nursing and Rehab Center
319 Broadway
Fort Edward, New York 12828

Elderwood at North Creek
112 Ski Bowl Road
North Creek, New York 12853

CLIENT LIST
(CONTINUED)

The Pines Heartwood Terrace
2405 Fifteenth Street
Troy, NY 12180

Hawthorne Ridge
30 Community Way
East Greenbush, New York 12061

St. Louise House
96 Menands Road
Menands, New York 12204

Pine View Commons
210 S. Melcher
Johnstown, New York 12095

Eddy Senior Care
504 State Street
Schenectady, New York 12305

The Terrace at Beverwyck
Beverwyck Lane
Slingerlands, New York 12159

Home of the Good Shepherd
26 Rock Rose Way
Malta, NY 12020

Home of the Good Shepherd
400 Church Street
Saratoga Springs, NY 12866

Home of the Good Shepherd
198 Bluebird Road
Moreau, NY 12831

Home of the Good Shepherd
390 Church Street
Saratoga Springs, NY 12866

SECTION IV

PLAN IMPLEMENTATION

PLAN OVERVIEW

Mobile Imaging proposes to provide diagnostic imaging services in accordance with ALL requirements listed in Section 4, Scope of Services as listed on page RFP3and RFP4. The Specifics are listed on page 19.

All contents of the RFP should be considered an irrevocable offer for a period of ninety (90) days from the Proposal opening date.

TRANSITION REQUIREMENTS

Mobile Imaging Ltd. has been providing diagnostic imaging services to Albany County Nursing Home/Shaker Place Rehabilitation and Nursing since 1987; (with the exception of 2014) therefore no transition period would be required. There will be no in-service orientation necessary.

SERVICE WILL CONTINUE UNINTERRUPTED.

SCOPE OF SERVICES

4.1 The vendor agrees to provide, subject to the rules and regulations set forth in 10 NYCRR Chapter V, X-ray and ECG services as required by Physician orders for the Residents of Shaker Place. Examinations provided are listed on the Medicare Fee Schedule pages 21-23.

4.2 The vendor agrees to perform the service on site and at the resident's bedside. The vendor will provide all required technicians, equipment, and supplies.

4.3 The vendor agrees to read and report all findings to the facility and to the resident's physician upon request. The vendor agrees to read and report **findings for exams done before 5:00 p.m. approximately 2 hours after the exam has been performed.** Positive reports will be phoned to facility. The final Radiologist interpretations are **sent directly into the patients Electronic Medical Records via an HL7 interface.**

4.4 The vendor will **provide an on –call technologists for emergency examinations from 5:00 p.m. until 10:00 p.m. – including weekends and holidays for x-ray and electrocardiogram examinations.** X-ray reports will be delivered to the patients Electronic Medical Records the same evening when the exam is performed before 10:00 p.m. if the exam is performed after 10:00 p.m. the Radiologist report will be sent the following morning.

4.5 The vendor agrees that examination services will not be combined and shall be exclusive of one and other.

4.6 The vendor agrees to comply with any and all Federal, State and Local Laws and Regulations. The vendor will strictly adhere to the radiology practices recommended by the NYS Department of Health and other Official Health regulatory agencies, which govern the operation of nursing homes.

4.7-4.8-4.9 Are included in Cost Proposal Section

4.10 The vendor agrees to provide an internet-based website (Ramsoft) which is accessible 24 hours a day 7 days a week. All clinical professionals will be capable of reviewing x-ray and ultrasound examinations and results. Access includes physicians and/or professionals treating residents at an off-site location. Preliminary and FINAL results will be accessible a maximum of THREE hours after the examination is completed. All clinicians requiring access will be granted these privileges.

SECTION V

COST PROPOSAL

4.7 RESIDENTS COVERED UNDER MEDICARE PART A STAY (PPS)

Mobile Imaging proposes to bill Shaker Place directly for all services provided to residents covered under a Medicare Part A stay at the time such services are provided.

Mobile Imaging agrees to charge a fee equal to the current Medicare Part B fee schedule amount.

The Vendor agrees to bill on a monthly basis, if the Vendor receives payment within 30 days a 10% discount will be provided to the Vendee. Otherwise, payment in full will be accepted within 60 days.

The Vendor agrees to provide the Nursing Home, on a daily basis, a detail of the services provided to the facility residents covered under Medicare Part A. This report will include residents name, date of service, procedure performed, and payer source (as provided by facility at the time of exam to be identified by A or B)

COST STRUCTURE FOR UNINSURED RESIDENTS

The Vendor agrees to bill a sum equal to sixty (60%) of the current Medicare Part B fee schedule allowed amount for all residents who are NOT covered by insurance.

4.8 MEDICARE PART B/MEDICAID/THIRD PARTY INSURERS

Mobile Imaging agrees to accept Medicare Part B, Medicaid, and third-party insurances for all services provided to residents who are not covered by Medicare Part A.
The vendor further agrees to accept "assignment" as full payment for services and agrees to bill the patient directly for all deductibles and/or co-payments as required by Medicare Part B regulations. It is agreed that the Nursing Home will not be responsible for any charges by the vendor for any services provided to residents who are not covered by Medicare Part A at the time of service.

4.9 2026 MEDICARE PART B FEE SCHEDULE

The vendor agrees to provide the vendee an updated Medicare Part B fee schedule.
Please see pages 21-23.

2021 MEDICARE PART B FEE SCHEDULE
IMAGING SERVICES

CPT	EXAM	MEDICARE REIMBURSEMENT
CHEST		
71045 TC	Chest, AP	16.10
71046 TC	Chest 2 view	21.81
71100 TC	Ribs, Unilateral	24.35
71110 TC	Ribs, Bilateral	27.84
71111 TC	Chest, Bilateral Ribs	34.50
71101 TC	Chest, Unilat. Ribs	27.52
ABDOMEN		
74018 TC	Abdomen, 1 View	19.19
74019 TC	Abdomen, 2 View	24.03
UPPER EXTREMITY		
73030 TC	Shoulder, 2 View	25.30
73000 TC	Clavicle, 2View	24.03
73010 TC	Scapula, 2 View	15.15
73060 TC	Humerus, 2 View	22.17
73080 TC	Elbow, 3 View	23.40
73090 TC	Forearm, 2 View	20.23
73110 TC	Wrist, 3 View	32.28
73130 TC	Hand, 3 View	27.84
73140 TC	Fingers, 3 View	31.01
LOWER EXTREMITY		
73552 TC	Femur, 2 View	25.62
73560 TC	Knee, 2 View	24.98
73590 TC	Tib-Fib, 2 View	22.45
73610 TC	Ankle, 3 View	27.21
73630 TC	Foot, 3 View	24.67
73650 TC	Heel, 2 View	19.59
73660 TC	Toe (s), 3 View	21.18

FEE SCHEDULE (CONTINUED)

CPT	EXAM	MEDICARE REIMBURSEMENT
SPINE		
72040 TC	Cervical, 2 View	27.84
72070 TC	Dorsal, 2 View	22.13
72100 TC	Lumbar, 2View	28.16
PELVIS, HIPS		
72170 TC	Pelvis, 1 View	18.64
73502 TC	Hip Unilateral, 2 view	36.09
73522 TC	Hips, Bilateral	38.31
SKULL		
70250 TC	Skull, 2 View	25.62
70140 TC	Facial Bones, 3 View	20.86
70100 TC	Mandible, 2 View	29.74
ECG SERVICES		
93000	ECG WITH INTERPRETATION	14.72
ULTRASOUND		
76700 TC	Abdominal Complete	72.82
76705 TC	Abdominal Limited (Single Organ)	55.76
76775 TC	Retroperitoneal	31.97
93880 TC	Carotid Duplex	143.81
93307 TC 93320 TC 93325 TC	Echocardiography, Complete (All 3 codes)	141.59

FEE SCHEDULE (CONTINUED)

CPT	EXAM	MEDICARE REIMBURSEMENT
76856 TC	Pelvic (Uterus)	69.09
76770 TC	Kidney/ Bladder	68.46
93971 TC	Upper Ext. Venous Doppler Unilateral	90.90
93970 TC	Upper Ext. Venous Doppler Bilateral	144.13
93971 TC	Leg Venous Doppler Unilateral	90.90
93970 TC	Leg Venous Doppler Bilateral	144.13
93925 TC	Bilateral Lower Extremity Arteries	190.37
93926 TC	Unilateral Lower Extremity Arteries	101.29
93930 TC	Bilateral Upper Extremity Arteries	153.33
93931 TC	Unilateral Upper Extremity Arteries	93.12
MISCELLANEOUS		
R0070	Transportation (Prorated per # of patients seen per visit)	302.00
Q0092	Set-up (Per Exam)	24.35

SECTION VI

MANDATORY DOCUMENTATION

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: X-Ray Services
RFP Number: 2026-031

COMPANY: Mobile Imaging Ltd.

ADDRESS: 7 Herbert Drive

CITY, STATE, ZIP: Latham, New York 12110

TEL. NO.: 518-785-3511

FAX NO.: 518-783-1090

FEDERAL TAX ID NO.: 14-1669075

REPRESENTATIVE: Walter Hughes

E-MAIL: whmi@nycap.rr.com

SIGNATURE AND TITLE Walter T. Hughes Jr. President

DATE 3-2-2026

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

Walter T. Hughes Jr.
Signature

President
Title

Mobile Imaging Ltd.
Company Name

3-2-2026
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 3rd day of March, 2026, before me personally appeared Walter T. Hughes Jr. to me known, who, being by me sworn, did say that he resides at (give address) 60 Preston Dr, Cohoes NY 12047; that he is the (give title) President of the (name of corporation) Mobile Imaging LTD, 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.

DAKOTA J SIMS
NOTARY PUBLIC, STATE OF NEW YORK
GREENE
LIC. #01SI0045246
COMM. EXP. 12/31/2029

Notary Public, State of New York

Qualified in Greene

Commission Expires 12/31/2029

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.

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☒ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS
Mobile Imaging Ltd.	a) FEIN # 14-1669075 b) DUNS # 147361091
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
7 Herbert Drive, Latham, NY. 12110	518-785-3511	518-783-1090
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
	518-785-3511	518-783-1090

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Walter T. Hughes Jr.
Title President
Telephone Number 518-785-3511
Fax Number 518-783-1090
e-mail whmi@nycap.rr.com

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

a) NAME Walter T. Hughe Jr.	TITLE Pres/Sec	b) NAME	TITLE
c) NAME Kenneth C. Andrews	TITLE V.P./Treasurer	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? ☐ Yes ☒ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

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

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 141669075

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 Mobile Imaging Ltd Signature of Owner Walter T. Hughes
Address 7 Herbert Drive Printed Name of Signatory Walter T. Hughes Jr
City, State, Zip Latham, NY 12110 Title President

Sworn before me this 3rd day of March, 2026;
Notary Public

DAKOTA J SIMS
NOTARY PUBLIC, STATE OF NEW YORK
GREENE
LIC. #01SI0045246
COMM. EXP. 12/31/2029

Walter T. Hughes Jr.
Printed Name
Walter T. Hughes
Signature
3-3-2026
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.

Walter T. Hughes Jr.
Signature

President
Title

3-2-2026
Date

Mobile Imaging Ltd.
Company Name

SECTION VII

ALTERNATIVES

ALTERNATIVES

ADDITIONAL SERVICES-

Mobile Imaging Ltd. proposes to provide the following services to the residents of Shaker Place Rehabilitation and Nursing Center. These services are not mentioned in the Scope of Services section of the RFP.

1. The company utilizes digital high-frequency portable x-ray units. This technology allows our technologists to view x-ray images at the patient's bedside which reduces the need for repeat examinations. Additionally, our machines allow us to send the images from the resident's bedside to our server for Radiologist interpretation which increases the speed and accuracy of our reporting. This is the latest in portable x-ray technology. Provided at no additional cost.

2. The Vendor agrees to provide x-ray services 7 days a week from 8:00 a.m. until 10:00 p.m. Provided at no additional cost.

3. All technologists are equipped with self-interpreting electrocardiogram equipment; this enables our staff to leave a computerized interpretation with the nursing units upon completion of exam. All electrocardiograms are over read by a Cardiologist. Provided at no additional cost.

4. Ultrasound service is available Monday through Friday 8:00 a.m. until 6:00 p.m. and on weekends until 12 noon. Only Leg Doppler exams can be performed after 3:00 pm weekdays. **STAT Doppler examinations are performed the same day if ordered before 6:00 p.m. weekdays and 12 noon weekends.** Provided at no additional cost.

5. Echocardiography is available on a schedule in advance basis weekdays. Cardiologist interpretation is available within 3 business days.

6. Mobile Imaging **has integrated** its computers with the Electronic Medical Records vendor for Shaker Place. We currently send all final Radiologist reports into the individual patient's electronic chart.

FOR COSTS RELATED TO ULTRASOUND, ECHOCARDIOGRAPHY, PLEASE REFER TO SECTION IV (COST PROPOSAL) PAGES 21-23.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

SHAKER PLACE REHABILITATION AND NURSING CENTER

INSERT RFP#2026-031

X_RAY SERVICES

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: X-RAY SERVICES **RFP NUMBER: 2026-031**

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 #2026-031

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 #2026-031

Sealed Proposals for **X-Ray Services** as requested by Shaker Place Rehabilitation and Nursing Center 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, March 13, 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 February 26, 2026

Pamela O Neill
Purchasing Agent

Dated: February 18, 2026
Albany, New York

PUBLISH ONE DAY – February 26, 2026 -- THE EVANGELIST
PUBLISH ONE DAY – February 26, 2026 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
INSERT RFP TITLE HERE
INSERT REQUESTING DEPARTMENT NAME HERE
RFP #2026-031

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 ***X-Ray Services*** as requested by ***Shaker Place Rehabilitation and Nursing Center.***

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 March 13, 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 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 ***Shaker Place Rehabilitation and Nursing Center.***

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 ***X-Ray Services.***

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

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

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

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

SECTION 4: SCOPE OF SERVICES

4.1 The vendor shall provide, subject to the rules and regulations set forth in 10 NYCRR Chapter V, X-ray& ECG services as required by Physician orders for the Residents of Shaker Place. Services are listed on Schedule A.

4.2 The vendor shall perform the service on site and at the resident bedside. The vendor will Provide all required technicians, equipment and supplies.

4.3 The vendor will read and report those readings to the facility and to the Residents Physician. The vendor will read and report readings to the facility that evening on all examinations performed before 6:00 PM.

4.4 The vendor will provide on-call technologies for examinations ordered on an emergency basis from 3:30 PM to 10:00 PM with reading provided to the facility the following morning by 10:00 AM.

4.5 Examination services will not be combined and shall be exclusive of one another.

4.6 The vendor will comply with any and all Federal, State and Local Laws and Regulations. The vendor will strictly adhere to the radiology practices recommended by the NYS Department of Health and other official health regulatory agencies which govern the operation of nursing homes.

4.7 The vendor agrees to bill Shaker Place directly for all services provided to residents covered under a Medicare Part A at the time such services are provided. It is agreed by both parties that the fee charged will be an amount equal to the Medicare Part B fee schedule. Billing will be on a monthly basis and payment will be due within 60 days of said billing. The vendor further agrees to provide Shaker Place, on a daily basis, a detail of services provided to residents covered under Medicare Part A. The information provided must be sufficient to enable Shaker Place to bill Medicare for such service.

4.8 The vendor agrees to bill Medicare Part B., Medicaid and third party insurances for all services provided to residents who are not covered by Medicare Part A. The vendor agrees to accept "assignment" as full payment for such services and agrees to bill the patient directly for all deductibles and co-payments as required by Medicare Part B regulations. It is agreed that the Nursing Home will not be responsible for any charges by the vendor for any services provided to residents who are not covered by Medicare Part A at the time of

service.

4.9 The vendor will be responsible to provide the vendee an updated Medicare B fee schedule as required.

4.10 The vendor must have a web-based site accessible 24/7 by any clinical professional for the purposes of reviewing x-ray and other examination results. Access would include physicians and/or other professionals treating residents at an off-site location. Preliminary results must be accessible a maximum of four hours after the examination is completed. All clinicians requiring access must be granted these privileges."

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for three years, beginning May 1, 2026.

5.2 At the end of the initial three year contract term upon mutual agreement of the County the Contractor, the agreement may be renewed for two (2) additional years, in two (2) and 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: 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.

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 ***Shaker Place Rehabilitation and Nursing Center.*** Proposals shall be evaluated based upon the following:

CRITERIA	*WEIGHT*
Demonstrated ability to perform the Scope of Services	40%
Experience in performing such services in a similar setting	35%
Proposer demonstrated capabilities (equipment, financial solvency, location)	10%
References from similar clients	15%

8.3 Proposals will be examined and evaluated by the ***Shaker Place Rehabilitation and Nursing Center*** 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: 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

(d) **Professional Medical Malpractice Insurance:** A policy or policies with limit of 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 FREEDEOM 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: 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: NOT IN USE

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: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: X-Ray Services
RFP Number: 2026-031

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: X-Ray Services
RFP Number: 2026-031

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/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE 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? *List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service*	☐ Yes ☐ No
	b) An officer of any political party organization in Albany County, whether paid or unpaid? ***List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.***	☐ Yes ☐ No

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

1. federal, state or local health laws, rules or regulations. ☐ Yes ☐ No

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No
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 OR 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] : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

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

Shaker Place
REHABILITATION & NURSING CENTER

Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

MEMORANDUM

TO: Pamela O'Neill
Purchasing Agent

FROM: Shawn Thelen
Deputy Director
Shaker Place Rehabilitation and Nursing Center

DATE: March 30th, 2026

SUBJECT: Recommendation of X-Ray Services – Mobile Imaging Ltd.

We have evaluated the proposal of Mobile Imaging Ltd. in response to Request For Proposal (RFP) #2026-031, X-Ray Services, and conclude the requirements of the RFP are met. Furthermore, Mobile Imaging Ltd. is the current vendor for x-ray services and have fulfilled their responsibilities under the previous solicitation. We would recommend the award be granted to Mobile Imaging Ltd. with an annual do not exceed amount of $165,000.00 with an initial three-year contract term starting May 1st, 2026. There is also a provision in the RFP for two (2) additional one-year extensions if both parties mutually agree.

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

Attached: Mobile Imaging LTD.pdf

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.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: **Shawn Thelen**
Department of

FROM: **Conner Mahon**
Purchasing Division

DATE: March 23, 2026

RE: RFP #2026-031
X-Ray Services

Enclosed is a copy of the proposal submitted by Mobile Imaging Ltd. in response to RFP #2026-031, X-Ray Services.

Please evaluate the proposal to determine if the requirements of the RFP are met, and forward your comments and/or recommendation for award to Purchasing. As this was the only proposal received, it is not necessary to do a formal scoring evaluation.

If I can provide any additional assistance, please feel free to contact me.

enc.

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: Mark Olsen, Executive Director
Shaker Place Rehabilitation and Nursing Center

FROM: Pamela O Neill
Purchasing Agent

DATE: March 30, 2026

RE: RFP #2026-031
X-Ray Services

I am in receipt of your recommendation to award the aforementioned to Mobile Imaging Ltd. in the amount to not exceed $165,000.00

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 Mobile Imaging Ltd.

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

Contract #: 2026-0448

Contract Type: standard

Contract Action: renew

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 03/24/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: GP Jager, LLC

Estimated Amount: 75000.00

Scope of Services: Borger Pump Parts 1st Renewal

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	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	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
GARRY NATHAN
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 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: Renewal of Bid RFB-2025-057 Borger Pump Parts
GP Jager LLC

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the first of two one (1) year renewals for the above-referenced bid to GP Jager LLC (Jager) for the supply of Borger pump parts. The contract will be for a one (1) year term that is scheduled to run from June 17, 2026 through June 17, 2027. The total estimated contract value is $75,000 for the contract term.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44070

A copy of the renewal Jager's renewal confirmation form and Purchasing's letter confirmation of the renewal are enclosed.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: Vendor Renewal Confirmation
Purchasing Renewal Confirmation Letter

cc: Wesley Hartmann, Senior Operations Analyst
Alex Dott, Senior Budget Analyst

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

RE: BID #2025-057
Borger Pump Parts

PLEASE CHECK THE APPROPRIATE BOX BELOW:

[X] I WISH TO RENEW BID #2025-057 AND WILL HOLD AWARDED BID PRICES THROUGH JUNE 17, 2027.

[ ] I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: GP Jager, LLC

REPRESENTATIVE: Janelle Sanz - Inside Sales

TELEPHONE # 973-750-1180

FAX #: 973-750-1181

SIGNATURE:

PLEASE RETURN THIS FORM BY FAX OR EMAIL
TO Ashley Saville **@ 518-447-5588 OR** Ashley.saville@albanycountyny.gov

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

March 12, 2026

GP JAGER
328 W Main St
Boonton, NJ 07005

Dear Janelle Sanz:

We are in receipt of your letter dated March 12, 2026, expressing your firm's wish to renew Bid #2025-057, Borger Pump Parts, for Albany County Water Purification District.

As the original bid terms and conditions provided for an optional one-year renewal period, and since there will be no increase from the original bid pricing, the County of Albany hereby approves and accepts your renewal. This renewal term will commence on June 17, 2026 and will terminate on June 17, 2027.

Thank you for your continued interest in doing business with the County of Albany.

Respectfully,

Pamela O Neill
Purchasing Agent

PO:aes
cc: Angelo Gaudio
Dell Langlois

Contract #: 2026-0449

Contract Type: standard

Contract Action: amend

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 03/24/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: American Glass Company of Albany, Inc.

Estimated Amount: 67593.00

Scope of Services: Various Door Replacements Amendment

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

DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
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COMMISSION
DENNIS RIGOSU
CHAIRMAN
NICHOLAS W. FOGLIA
MAGGIE ALIX
GARRY NATHAN
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 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: Amendment of contract for RFB-2025-021 North & South Plant Door Replacement
American Glass Company of Albany

Dear Contract Administration Board:

The Water Purification District is requesting an amendment of the contract authorization with American Glass Company of Albany in the amount of $71,593 (original amount) minus a $4,000 (credit for the delay in obtaining the doors) which amounts to $67,593 for the replacement of various doors at both the District's North and South Treatment Plants. The extension of the contract term is estimated to be July 31, 2026.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44071 Property Repair

Attached is a copy of the original contract.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: Contract 2025-2813

cc: Wesley Hartmann, Senior Operations Analyst
Alex Dott, Senior Budget Analyst

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND AMERICAN GLASS COMPANY OF ALBANY, INC.
FOR VARIOUS DOOR REPLACEMENTS AT THE ALBANY COUNTY WATER PURIFICATION DISTRICT NORTH AND SOUTH PLANTS

CONTRACT NO. 2025-2813

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 American Glass Company of Albany, Inc., a New York registered corporation, with a principal place of business located at 27 N. Manning Blvd., Albany, New York, 12206 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[p]arty," or together as the "[p]arties").

WITNESSETH:

WHEREAS, the Albany County Water Purification District (hereinafter, the "ACWPD") requires the replacements of various doors at its North and South Plants; and

WHEREAS, the Albany County Purchasing Division has issued a request for bids for the aforesaid door replacements, said request having been denominated RFB #2025-021, issued on January 31, 2025, and published on February 6, 2025 (hereinafter, the "RFB'); and

WHEREAS, the Contractor has submitted a bid on February 27, 2025 to provide the aforesaid door replacements (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid services as the lowest responsive bidder, subject to the terms and conditions contained in the RFB; 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: 1) this Agreement; 2) the RFB, which is incorporated by reference and made a part hereof; and 3) 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 to resolve such discrepancy, disagreement or ambiguity: l) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2: SCOPE OF SERVICES

2.1 The Contractor shall provide and replace various doors, and perform all of the work described in the RFB's Technical Specifications at pages 1 of 4 through page 4 of 4, and as requested by the ACWPD (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 Provide and install five (5) exterior doors and hardware at the ACWPD North Plant; and

2.1.2 Provide and install four (4) exterior doors and hardware at the ACWPD South Plant; and

2.2 In addition to the work 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 work 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 work is complete for the day;

2.2.4 Cooperate with Owner during work 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;

2.3 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the "extra work") unless it has obtained prior written approval from the ACWPD.

2.4 The Contractor shall render all work and services in a professional and workmanlike manner.

2.5 The Contractor warrants the labor and material 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 completion of the work, as determined by the ACWPD.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay and the Contractor agrees to accept, an amount not to exceed SEVENTY ONE THOUSAND, FIVE HUNDRED AND NINTEY THREE 00/100 DOLLARS ($71,593.00), for all work, goods and services rendered under this Agreement, said dollar amount being equal to the Lump Sum Base Bid of SIXTY-FOUR THOUSAND, NINETY THREE AND 00/100 DOLLARS ($64,093.00), and a Contingency Allowance of SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS ($7,500.00).

3.2 The prices set forth in the Bid shall remain fixed for the entire term of this Agreement, and renewal terms, if any.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the ACWPD, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF AGREEMENT

The term of the Agreement shall commence on execution of the Agreement by the parties and shall continue in effect through completion of the work by the Contractor as determined by the ACWPD. The parties anticipate completion of the work on or before October 31, 2025.

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]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

Not Applicable to this Agreement.

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: 5/16/25

BY: _____
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

AMERICAN GLASS COMPANY
OF ALBANY, INC.

DATED: 4/29/25

BY: _____
Name:

TREASURER
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 16 day of May, 2025, before me personally came Michael P. McLaughlin, 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 New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 29th day of April, 2025, before me personally came David Abbott, to me known and known to me to be the Treasurer of American Glass Co. of Albany 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 American Glass Co. of Albany, Inc. as said Treasure pursuant to the authority vested in him/her/them.

Notary Public, State of New York

NICHOLAS M PASQUINI
Notary Public - State of New York
NO. 01PA0001492
Qualified in Albany County
My Commission Expires Feb 14, 2027

SCHEDULE A
INSURANCE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, 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 #: 2026-0395

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Health A4010

Date Submitted: 03/13/2026

Contact Person: [Ransom Moore]

Contact Phone: 518-447-4584

Vendor Info: Mohawk Hudson River Humane Society

Estimated Amount: $50,000

Scope of Services: Mohawk Hudson Humane Society - Rabies Clinics and Services

Budget Line Item: A9.4010.44042

Fiscal Impact:

County: 64.00

State: 36.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

_____ _____

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

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycountyny.gov

TRICIA BULATAO, MS, RDN
Deputy Commissioner of Health

RANSOM E. MOORE III
Assistant Commissioner
Finance & Administration

DANIEL P. McCOY

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Joanne Cunningham, Chairwoman, County Legislature

FROM: Kristen Navarette, MD, MPH, Commissioner of Health

DATE: March 13, 2026

RE: Mohawk Hudson Humane Society – Rabies Clinics and Sampling Services

---

The Albany County Department of Health (ACDOH) requests authorization to enter into an agreement with Mohawk Hudson Humane Society to partner with ACDOH for rabies clinics and rabies sampling services.

If you have any questions or need additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.

MOHAWK HUDSON
HUMANE
SOCIETY
3 Oakland Avenue, Menands, NY 12204
TEL 518.434.8128 FAX 518.434.0217 WEB mohawkhumane.org

February 24, 2026

Lauren Stairs, MPH, CHES
Assistant Director, Division of Environmental Health
175 Green Street
Albany, New York 12202

Dear Lauren,

I am responding to your email requesting a quote for our partnership with you for the 2026 -2027 Albany County Rabies Vaccine Clinics. We hope to be able to continue to provide this outreach to several areas within the Albany County community and be able to help by administering up to 200 vaccines per clinic.

Quote for 2026, first year of contract, approx. total of $20,000:

Up to 4 clinics at $4,500 each clinic, includes rabies tags, vaccines and staffing to administer vaccines
Rabies sampling at $150 each, if you deliver to the lab
Rabies sampling at $250 each, if we have to deliver to the lab

Quote for 2027, second year of contract, approx. total of $30,000:

Up to 6 clinics at $4,625 each clinic, includes rabies tags, vaccines and staffing to administer vaccines
Rabies sampling at $150 each, if you deliver to the lab
Rabies sampling at $250 each, if we have to deliver to the lab

Sincerely,

Ashley Jeffrey Bouck
President & CEO

Contract #: 2026-0076

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Parks and Recreation A7410

Date Submitted:

Contact Person: [Paul Herbert],[Bakary Janneh],[Naasih Brown]

Contact Phone: 518-452-7396,518-655-7948,518-452-7396

Vendor Info: Daikin Applied Americas, Inc

Estimated Amount: 58294.50

Scope of Services: Hockey Facility Repair to Dehumidifier and Replacement Desiccant Wheel

Budget Line Item: HHYC7410 - 22000F

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

DIGITAL SIGNATURE PAGE

Schedule A

Schedule A includes the following:

RFB # 2025-171R

The work the Vendor shall provide includes, but is not limited to: maintenance, repairs to the dehumidifier, and replacement of the Desiccant Rotor at the Albany County Hockey Rink located at 18 Hockey Lane, Albany, New York 12211.

Compensation:

Total compensation under this Agreement shall not exceed $58,294.50, said dollar amount being equal to the sum of the following:

Lump Sum Base Bid:	$ 52,995.00
10% Contingency Allowance:	$ 5,299.50
Total:	$ 58,294.50.

RFB#2025-171R	
Repair to Dehumidifier and Replace Desiccant Wheel	
Jan 8, 2026 @ 11:00am	
Vendor:	Daikin Applied Americas Inc
LUMP SUM BASE BID:	$52,995.00
10% CONTINGENCY ALLOWANCE:	$5,299.50
TOTAL BID: (Base Bid + 10% Contingency Allowance)	$58,294.50

Docusign Envelope ID: DAB333DA-AB8C-4003-94E0-EC8B0B817783

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Repair to Dehumidifier and Replace Desiccant Wheel**
Bid Number: **2025-171R**

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;

Docusign Envelope ID: DAB333DA-AB8C-4003-94E0-EC8B0B817783

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

   (a) Non-Collusive Bidding Certificate (Attachment "A")

   (b) Acknowledgment by Bidder (Attachment "B")

   (c) Vendor Responsibility Questionnaire (Attachment "C")

   (d) Iranian Energy Divestment Certification (Attachment "D")

   (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")

   (f) Bidder Qualification Questionnaire (Attachment "F")

   (g) Non Interruption of Work Agreement (Attachment "G")

   (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

   Tyler Puk

   Daikin Applied

   19 Walpole Park South Drive, Suite 3, Walpole, MA 02081

   Phone: 508-668-4000

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

Docusign Envelope ID: DAB333DA-AB8C-4003-94E0-EC8B0B817783

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Repair to Dehumidifier and Replace Desiccant Wheel**
Bid Number: **2025-171R**

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

LUMP SUM BASE BID: $ 52,995.00

10% Contingency Allowance $ 5,299.50

Total Bid
(Base Bid + Contingency Allowance) $ 58,294.50

COMPANY: Daikin Applied Americas Inc. d/b/a Daikin Applied

ADDRESS: 13600 Industrial Park Blvd

CITY, STATE, ZIP: Minneapolis, MN 55441

TEL. NO.: 763-553-5330

FAX NO.:

FEDERAL TAX ID NO.: 41-0404230

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY
25-64AHY-CR

REPRESENTATIVE: Jason Charles

E-MAIL: Service.boston@daikinapplied.com

SIGNATURE AND TITLE District Service Manager

DATE 1-6-2026

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Bakary Janneh
Department of Parks and Recreation

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: January 15, 2026

RE: RFB # 2025-171R Repair to Dehumidifier and Replace Desiccant Wheel

---

I am in receipt of your recommendation to award the aforementioned to Daikin Applied Americas Inc in the amount of $58,294.50.

As Daikin Applied Americas Inc is the lowest responsible and responsive bidder, I concur with your recommendation.

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

ALBANY COUNTY
PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Bakary Janneh, Commissioner
Alexandra M. Robert, Deputy Commissioner

TO: Hon. Daniel P. McCoy, County Executive

Hon. Joanne Cunningham, Chairwoman of the Legislature

Hon. Bruce Hidley, County Clerk

FROM: Bakary Janneh, Commissioner

RE: Repair Dehumidifier and replace Desiccant Rotor at Hockey Facility

DATE: January 14, 2026

Dear County Executive McCoy, Chairwoman Cunningham, and County Clerk Hidley,

The Department of Parks & Recreation respectfully requests authorization for Albany County to enter into a contractual agreement with **Daikin Applied** for the **installation of a Desiccant Rotor** at the Albany County Hockey Facility.

The total cost for the installation is **$58,294.50.** This equipment is critical to the proper operation and ongoing maintenance of the facility, and we respectfully request that the work be scheduled at the earliest possible opportunity. Daikin Applied has advised that the installation will require two technicians on site for approximately two days and will not disrupt facility operations.

Thank you for considering this request. We are available to provide any additional information needed to facilitate approval.

Sincerely,

Bakary Janneh

Commissioner
Department of Parks and Recreation

Contract #: 2026-0503

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Preventative Assistance Program (Title XX) A6071

Date Submitted:

Contact Person: [Aidan Jones],[Moira Manning],[Nicole Ward],[Wendy Meehan],[Rachel Sherman]

Contact Phone: ,518-447-2014,518-447-4892,,518-447-7715

Vendor Info: 4th Family Inc.

Estimated Amount: $43,766

Scope of Services: Parent Partner

Budget Line Item: A96071-44046

Fiscal Impact:

County: 38.00

State: 62.00

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

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for 4th Family, Inc.

DATE: April 1, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with 4th Family, Inc. for the provision of Parent Partner Services. The requested contract term is for May 1, 2026 – September 30, 2026, in the amount of $43,766.

Please call me at (518) 447-7531 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization with 4th Family, Inc. for the Provision of Parent Partner Services

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 4th Family, Inc. for the provision of Parent Partner Services. The requested contract term is for May 1, 2026 – September 30, 2026, in the amount of $43,766.

4th Family, Inc. will provide Parent Partner Services to the caregivers of youth who have come in contact with the Juvenile Justice System in order to reduce further system involvement. The service will target youth between the ages of 12-18 who are at risk or alleged to be a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD). Additionally, the service will be available to youth under the age of 12 who will no longer be considered a JD as a result of the Raise the Lower Age Legislation. 4th Family, Inc. will oversee the implementation of the program, including one (1) Full Time Equivalent (FTE) Parent Partners or (2) Part Time Equivalent (PTE) for the current term.

Parent Partners are typically individuals who have gained a unique set of skills and knowledge based on their personal experience in advocating for their own child(ren) who have been involved in one or more formal service systems. Effective Parent Partners assist families by engaging them and offering empathy, support, encouragement, information and advocacy as to what they should expect from service providers within the system of care. Having a Parent Partner available can be of tremendous support to families as they learn the complexities and challenges presented within Child Welfare and Probation (Juvenile Justice) services.

Contract #: 2026-0383

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Aidan Jones],[Moira Manning],[Nicole Ward],[Rachel Sherman],[Wendy Meehan]

Contact Phone: ,518-447-2014,518-447-4892,518-447-7715,

Vendor Info: James McGuinness & Associates Inc

Estimated Amount: $27,996.00

Scope of Services: Third Party Billing Software

Budget Line Item: Computer Supplies

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 P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET – SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for James McGuinness & Associates

DATE: March 15, 2026

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The requested agreement is for the term of April 1, 2026 – March 31, 2027 for an amount not to exceed $ 27,996.00.

Please call me at (518) 447-7531 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with James McGuinness & Associates to Provide Software and Support for Third Party Insurance Billing Pertaining to the Preschool/Related Services Program.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a renewal of a contractual agreement with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The terms of the contracts are April 1, 2026 through March 31, 2027 for an amount not to exceed $27,996.

The Department has been using this proprietary Software Program for over ten years. New York State utilizes this program and the Contractor is considered a fiscal agent for New York State. The Contractor trains our Preschool/Related Services Providers to utilize the program. The Software tracks children and services and does Cost reporting for the County.

The program shows what has been denied by NYSED so that we can correct errors and maximize reimbursements. It is also the mechanism for developing the AVL (Automated Voucher Listings) which are the documents utilized by municipalities to process claims for preschool evaluations and services for reimbursement from NYSED.

Contract #: 2026-0515

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Aidan Jones],[Moira Manning],[Nicole Ward],[Wendy Meehan],[Rachel Sherman]

Contact Phone: ,518-447-2014,518-447-4892,,518-447-7715

Vendor Info: Equinox, Inc.

Estimated Amount: $60,267

Scope of Services: Youth Bureau Services

Budget Line Item: A96119-44406

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

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for Equinox Inc.

DATE: April 1, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Equinox Inc. for the provision of Youth Bureau Services. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of $60,267.

Please call me at (518) 447-7531 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization for the provision of Youth Bureau Services

Dear Messrs. McCoy, Joyce, Hidley:

The Department respectfully requests approval of contracts for the provision of either short or long-term shelter, or services to runaway and homeless youth.

New York State has designated Albany County DCYF - Youth Bureau as the local youth bureau with responsibility for "planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth".

In keeping with the federal Runaway and Homeless Youth Act (RHYA) of 1978 and current New York State RHYA regulations, Albany County DCYF-Youth Bureau funds programs that are designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs are designed to help youth progress from crisis and transitional care to independent living. Program activities and experiences are designed to assist youth in becoming, healthy, caring, and responsible adults.

Programs are operated by NYS OCFS certified community-based organizations who provide these types of services to runaway and homeless youth. These programs are as follows:

1.) Equinox Transitional Living Program- $62,267.00
Independent living program - 100% state aid (NYS OCFS RHYA) to support independent living program for homeless youth ages 16-20

2.) St. Anne Institute / New Beginnings Emergency Youth Shelter - $91,000.00
Independent living program - 100% state aid (NYS OCFS RHYA) to support independent living program for homeless youth ages 16-20

Contract #: 2026-0518

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Aidan Jones],[Moira Manning],[Nicole Ward],[Wendy Meehan],[Rachel Sherman]

Contact Phone: ,518-447-2014,518-447-4892,,518-447-7715

Vendor Info: New Beginnings

Estimated Amount: $91,000

Scope of Services: Youth Bureau Services

Budget Line Item: A96119-44406

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

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for New Beginnings

DATE: April 1, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with New Beginnings for the provision of Youth Bureau Services. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of $91,000.

Please call me at (518) 447-7531 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization for the provision of Youth Bureau Services

Dear Messrs. McCoy, Joyce, Hidley:

The Department respectfully requests approval of contracts for the provision of either short or long-term shelter, or services to runaway and homeless youth.

New York State has designated Albany County DCYF - Youth Bureau as the local youth bureau with responsibility for "planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth".

In keeping with the federal Runaway and Homeless Youth Act (RHYA) of 1978 and current New York State RHYA regulations, Albany County DCYF-Youth Bureau funds programs that are designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs are designed to help youth progress from crisis and transitional care to independent living. Program activities and experiences are designed to assist youth in becoming, healthy, caring, and responsible adults.

Programs are operated by NYS OCFS certified community-based organizations who provide these types of services to runaway and homeless youth. These programs are as follows:

1.) Equinox Transitional Living Program- $62,267.00
Independent living program - 100% state aid (NYS OCFS RHYA) to support independent living program for homeless youth ages 16-20

2.) St. Anne Institute / New Beginnings Emergency Youth Shelter - $91,000.00
Independent living program - 100% state aid (NYS OCFS RHYA) to support independent living program for homeless youth ages 16-20

Contract #: 2026-0516

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 04/01/2026

Contact Person: [Patrick Alderson],[Sue Gross]

Contact Phone: 518-447-3033,518-447-5612

Vendor Info: Carahsoft Technology Corp

Estimated Amount: 56,384.40

Scope of Services: Keeper PAM Bundle with Platinum Support Renewal

Budget Line Item: A91680.44021

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Cooperative

Budget Analyst

Date

For Contract Board Use:

Date Approved

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

DIGITAL SIGNATURE PAGE

DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 1, 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 renew our Keeper Software Services and Support from Carahsoft Technology Corporation. Keeper PAM Bundle secures and manages password access to our critical resources, including servers, web apps, databases, etc. This product is available on Omnia Software Solutions and Services Contract R240303.

Thank you for your consideration.

Sincerely,

Patrick Alderson
Patrick Alderson

Attachments

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Harit Garg
Information Security Analyst
Albany County
112 State Street, Room 500
Albany, NY 12207 USA

EMAIL: harit.garg@albanycountyny.gov

PHONE: (518) 447-4960

FROM: Ajani Dorner
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Ajani.Dorner@carahsoft.com

PHONE: (571) 590-7783

TERMS: OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	63964869
QUOTE DATE:	03/31/2026
QUOTE EXPIRES:	04/30/2026
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$56,384.40
TOTAL QUOTE:	$56,384.40

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
1	KEEPER-KPM-BUNDLE	Keeper Password Manager Bundle containing Keeper Enterprise Base, Advanced Reporting and Alerts, BreachWatch, Compliance Reporting, 1TB Total pooled storage. Does not include Keeper Secrets Manager or Keeper Connection Manager Keeper Password Manager Bundle containing Keeper Enterprise Base, Advanced Reporting and Alerts, BreachWatch, Compliance Reporting, 1TB Total pooled storage. Does not include Keeper Secrets Manager or Keeper Connection Manager Keeper Security, Inc. - KEEPER-KPM-BUNDLE Start Date: 03/25/2026 End Date: 03/25/2027	LIST: $84.0000 CONTR: $75.6000	$26.1222	COOP	2,000	$52,244.40
2	KS-PLT	Unlim email/chat/calls. Cost is 10% of license subtotal or 1k minimum. Support Platinum Plan Includes the following: > Unlimited Email, Chat, and Phone Support > 1 Hour Response SLA > Dedicated Implementation Team > Customized Training with Multi-Language Support > Curated Configuration with Technical Assistance Keeper Security, Inc. - KS-PLT Start Date: 03/25/2026 End Date: 03/25/2027	LIST: $1.1000 CONTR: $1.0000	$1.0000	COOP	4,140	$4,140.00
		SUBTOTAL:					$56,384.40
			TOTAL PRICE:				**$56,384.40**
			TOTAL QUOTE:				**$56,384.40**

Subscription Term 1.00 (Yrs)

Contract #: 2026-0517

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 04/01/2026

Contact Person: [Patrick Alderson],[Sue Gross]

Contact Phone: 518-447-3033,518-447-5612

Vendor Info: Cdw-G

Estimated Amount: 164,937.16

Scope of Services: Arctic Wolf Renewal

Budget Line Item: A91680.44021

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Cooperative

Budget Analyst

Date

For Contract Board Use:

Date Approved

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

DIGITAL SIGNATURE PAGE

DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 1, 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 renew our Arctic Wolf's managed detection and response cybersecurity solution through CDWG. The term for this renewal is 6/1/26 – 5/31/27.

The solution offers fully managed and hosted security information and event management (SIEM) through a concierge team dedicated to Albany County, who will augment our cybersecurity resources by deploying 24/7 monitoring of County computing assets and providing strategic guidance on Albany County's cybersecurity tools and planning efforts.

This product is available on Sourcewell 121923 CDWG-Software GOV Only Contract. Thank you for your consideration.

Sincerely,

Patrick Alderson
Patrick Alderson

Attachments

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

PATRICK ALDERSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTKB960	2/12/2026	1Y ARCTIC WOLF CORE	6392605	$164,937.16

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Arctic Wolf Core User License - Gold Mfg. Part#: AW-CORE-USER-GOLD Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	7600	7979559	$15.77	$119,852.00
Arctic Wolf Core Server License - Gold Mfg. Part#: AW-CORE-SERVER-GOLD Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	640	7979563	$15.77	$10,092.80
Arctic Wolf MDR Log Retention Mfg. Part#: AW-MDR-1YR Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	8240	6124471	$1.04	$8,569.60
Arctic Wolf 100 Series Sensor Mfg. Part#: AW-MDR-1XX-S Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	4	5745581	$108.53	$434.12

QUOTE DETAILS (CONT.)				
Arctic Wolf Managed Detection and Response - remote monitoring Mfg. Part#: AW-MDR-2XX-S Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	8	5745583	$217.05	$1,736.40
Arctic Wolf 1000 Series 4x10G Multimode Sensor Mfg. Part#: AW-MDR-10XX-S-10GFNB Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	4	6442319	$723.49	$2,893.96
Arctic Wolf Managed Detection and Response - remote monitoring - for Micros Mfg. Part#: AW-MDR-O365 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	8800	5744235	$1.63	$14,344.00
Arctic Wolf Managed Detection and Response - remote monitoring Mfg. Part#: AW-MDR-LTDUSER Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	2000	6797818	$1.44	$2,880.00
ARCTIC WOLF IR JUMPSTART RETAINER Mfg. Part#: AW-IR-JSR-B Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)	4	7977091	$1,033.57	$4,134.28
Arctic Wolf Platform Base Platform - remote monitoring Mfg. Part#: AW-PLATFORM-BASE Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	4	7040196	$0.00	$0.00

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	$164,937.16
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$164,937.16**

PURCHASER BILLING INFO **DELIVER TO**

Billing Address:	Shipping Address:
ALBANY COUNTY QUOTES ALBANY COUNTY PURCHASING 112 STATE ST RM 500 ALBANY, NY 12207-2023 **Phone:** (518) 447-7277 **Payment Terms:** Request Terms	ALBANY COUNTY PURCHASING 112 STATE ST RM 820 ALBANY, NY 12207-2019 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Angelo Cappetta | (855) 822-9415 | angelo@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$164,937.16	**$4,667.72/Month**	**$164,937.16**	**$5,367.06/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Contract #: 2026-0533

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 04/03/2026

Contact Person: [Patrick Alderson],[Sue Gross]

Contact Phone: 518-447-3033,518-447-5612

Vendor Info: Cdw-G

Estimated Amount: 44,110.00

Scope of Services: XM Cloud Software and Onboarding

Budget Line Item: A91680.44021

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Cooperative

_____ _____

Budget Analyst Date

For Contract Board Use:

_____

Date Approved

_____	_____	_____
Daniel P. McCoy	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature

DIGITAL SIGNATURE PAGE

DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 3, 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 purchase OpenText XM Core Fax Software and Onboarding Services through CDWG. This product will be replacing our current OpenText XM Fax Enterprise Solution. OpenText Core Fax is a secure cloud fax platform. It enables seamless, compliant faxing across devices and applications. OpenText Core Fax ensures privacy and diminishes the chances of unauthorized individuals accessing confidential information. This product and onboarding services are available on Sourcewell 121923-CDWG Tech Catalog GOV Only Contract.

Thank you for your consideration.

Sincerely,

Patrick Alderson
Patrick Alderson

Attachments

CDW Government

Proposal: CoreFax - 600K Credits
Generated for: Patrick Alderson
Albany County, NY

Proposal Date: 3/2/2026
Expiration Date:
Payment Type: NET 30 Terms
Contract: Sourcewell 121923

Angelo Cappetta
(203) 851 - 7250
angelo@cdwg.com

230 N Milwaukee Ave, Vernon Hills IL, 60061
Remit To: CDW Government Inc
75 Remittance Drive Suite 1515
Chicago, Il 60675

Line	Manufacturer	QTY	CDW #	Part #	Description	Unit Price	Ext. Price
1.	OpenText	1	8427628	1000052524	XM Cloud Prepaid 600,000 Credits - 1 year	$41,043.75	$41,043.75

Subtotal:	$41,043.75
Freight:	$0.00
Total:	$41,043.75

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx

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Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

SUE GROSS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTTX387	3/2/2026	COREFAX ONBOARDING	6392605	$3,065.81

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
OPENTEXT XM CLD ADV ONBOARD INTEG Mfg. Part#: 1000052548 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)	1	8308529	$3,065.81	$3,065.81

SUBTOTAL	$3,065.81
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$3,065.81

PURCHASER BILLING INFO

Billing Address:
ALBANY COUNTY QUOTES
ALBANY COUNTY PURCHASING
112 STATE ST RM 500
ALBANY, NY 12207-2023
Phone: (518) 447-7277
Payment Terms: Request Terms

DELIVER TO

Shipping Address:
ALBANY COUNTY PURCHASING
ALBANY COUNTY QUOTES
112 STATE ST RM 820
ALBANY, NY 12207-2019
Shipping Method: ELECTRONIC DISTRIBUTION

	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Angelo Cappetta | (855) 822-9415 | angelo@cdwg.com

Need Help?

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http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Contract #: 2026-0536

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 04/03/2026

Contact Person: [Patrick Alderson],[Sue Gross]

Contact Phone: 518-447-3033,518-447-5612

Vendor Info: Civic Plus, LLC

Estimated Amount: 36383.19

Scope of Services: Civic Plus DocAccess Platform and Deployment

Budget Line Item: A91680.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Cooperative

Budget Analyst

Date

For Contract Board Use:

Date Approved

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

DIGITAL SIGNATURE PAGE

DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 3, 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 purchase DocAccess, including implementation services, from Civic Plus. DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities. This product will work in conjunction with our new website. The total cost of DocAccess and implementation is $36,383.19. This product and implementation services are available on GSA Contract GS35F-0124U.

Thank you for your consideration.

Sincerely,

Patrick Alderson
Patrick Alderson

Attachments

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	$149.01	16	2,384.16
Project Manager	$135.86	31	4,211.66
Network Consultant	$135.86	14	1,902.04
Wireless Network Technician	$135.86	0	0.00
Programmer	$131.48	125	16,435.00
Graphic Designer	$109.57	0	0.00
Writer	$109.57	0	0.00
Server and Network Technician	$109.57	86	9,423.02
Trainer	$109.57	0	0.00
PC Technician	$89.41	0	0.00
Content Developer	$80.64	70	5,644.80
		Subtotal	40,000.68
		Discount	3,617.49
		Total Fees Year 1	36,383.19

Project Implementation and Deployment

- PDF Accessibility Year 1 Annual Fee Discount
- DocAccess Implementation
- DocAccess Off Platform – Municipal Website Transition – Implementation of DocAccess for an off-platform solution in conjunction with implementation of CivicPlus Municipal Website. Subject to terms and conditions.
- DocAccess – DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.

Total Initial Term Fees **$36,383.19**

Renewal Term Annual Services **$50,699.66**

1. Performance and payment under this Statement of Work ("SOW") by and between Albany County, NY ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff.
2. This SOW shall remain in effect beginning at signing and ending December 8, 2026. This SOW may be renewed for an additional 1-year Renewal Term upon mutual agreement of the Parties.
3. The Total Initial Term Fees will be invoiced as follows: 100% upon signing to be prorated based on signature date.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
5. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

6. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Contract #: 2026-0445

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Building Services A1620

Date Submitted: 03/24/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Eastern Heating & Cooling, Inc.

Estimated Amount: 200,000.00

Scope of Services: Automated Logic - Building HVAC Management

Budget Line Item:

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 18, 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 contract with Eastern Heating & Cooling, Inc. for diagnostic and repair services of our HVAC - Automated Logic Controls system.

Eastern Heating & Cooling, Inc. is the sole authorized dealer of Automated Logic Corporation (ALC) for the installation, warranty support, and service of ALC systems in the Northeastern Capital, and Hudson Valley regions of New York State.

The projected term of the contract will begin on May 1, 2026, and remain in effect for three (3) years with a not to exceed total of $200,000.00. Services will be provided on an as needed basis, and compensation will be based on time and materials for requested services render.

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: March 23, 2026

Re: Automated Logic Controls

I recommend awarding a contract to Eastern Heating & Cooling, Inc. for diagnostic and repair services of our HVAC - Automated Logic Controls system.

Eastern Heating & Cooling, Inc. is the sole authorized dealer of Automated Logic Corporation (ALC) for the installation, warranty support, and service of ALC systems in the Northeastern Capital, and Hudson Valley regions of New York State.

The terms of the contract will begin on May 1, 2026, and remain in effect for three (3) years with a not to exceed total of $200,000.00. Hourly rate of $174.00 with 40% mark-up of materials. Services will be provided on an as needed basis, and compensation will be based on time and materials for requested services render.

EHC proposal, sole source letter and sloe source justification form attached.

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

DML:tas
Enclosure(s)

DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill
Purchasing Agent

DATE: March 27, 2026

RE: Sole Source-Eastern Heating and Cooling-Automated Logic Controls

---

I am in receipt of your recommendation to award the aforementioned to Eastern Heating and Cooling, Inc. in the not to exceed amount of $200,000.00

As Eastern Heating & Cooling, Inc is the sole source dealer of Automated Logic Corporation for the installation, warranty support and service I approve your sole source justification.

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

EASTERN
HEATING AND COOLING INC.

880 Broadway, Albany, NY 12207-1316

Tel: (518) 465-8878 FAX (518) 465-0443

March 23, 2026

Albany County – Controls T&M

Quotation for Automated Logic DDC Controls

Eastern Heating & Cooling Controls Division

Scope of Work:
Eastern Heating and Cooling is pleased to quote the following work as listed below. The scope of work for this quotation is to provide Albany County with an agreement lasting for Three (3) years for Controls work for buildings owned by Albany County. The start date for this agreement will be decided by Albany County.

For this agreement it is understood that it is not to exceed $200,000 for time and materials.

Hourly Rate:	**$174/hour**
Materials Mark Up:	**40%**
Agreement Term:	**3 Years**

Sincerely,

Brian T. Johnson - Sales Engineer
Eastern Heating & Cooling - Controls Division
880 Broadway Albany, NY 12207-13-16
Phone: (518)465-8878 Toll Free: (800)327-3733
Fax: (518)465-0443 Cell: (518)470-6831
BJohnson@EasternHeatingCooling.com

Note: This proposal may be withdrawn if not accepted within 60 days.

Eastern warrants the workmanship of the installation covered by this proposal for One Year from the date of completion of installation or the beginning of beneficial use. This warranty covers labor only, not equipment. Any equipment installed pursuant to this proposal is warranted separately only to the extent on any specific printed warranty accompanying the equipment.

All terms and conditions on this form are an integral part of this contract and are the final and complete agreement between buyer and seller. No variations from these terms and conditions as stated on this contract or form will be made without the prior approval by Eastern Heating & Cooling, Inc. The provisions of the Uniform Commercial Code will not be accepted without the prior written approval of Eastern Heating & Cooling, Inc.

County of Albany
Request for Bids #2024-044
Hourly Rate Agreements for Various Labor Trades

Scope of Work

Periodically, the County of Albany has need of outside construction/building services for a variety of smaller type projects. These projects may, or may not, fall within the bidding limits as set by New York State General Municipal Law 103. Typically, these small projects are varied in nature and tend to be of a short timeframe. **Individual projects will be capped at a total cost not to exceed $20,000.**

Through this Request for Bids, the County seeks to establish hourly rate agreements for various categories of labor trades, including: General Construction; Electric, HVAC, Plumbing, Roofing, Masonry, Boiler Repair, Painting, and Emergency Restoration and Refuse Cleanup, Waste Pipe Snaking/Cleaning, Carpet/Tile Cleaning, Commerical Door Mechanical Repair, and Window Emergency Glass Replacement. In an effort to comply with the Albany County Purchasing Policy, NYS General Municipal Law 104b, while efficiently meeting the needs of the various Albany County departments, the County seeks to contract with one or more companies to complete the aforementioned projects on an as needed basis.

The awarded bidders cannot subcontract the services to a third party unless authorized by the requesting department. Bidders should only submit a bid for the type of service that their company is experienced in performing.

Albany County reserves the right to bid any project that may include these services separately when it is believed to be in the best interest of Albany County.

Non-Emergency Work

Once all the awards are made, the County will contact the appropriate vendor when a project comes up. The two parties will meet, discuss the project and establish all of the necessary criteria. The County will then supply the vendor with a "Short Term Contract/Quote Form" (copy enclosed) detailing the project requirements, start and end date, as well as any other pertinent information. The vendor will insert a totally inclusive price for the project in the appropriate place, including a breakdown separating labor and materials, then sign and return the form to the County within five (5) working days (for non-emergency work). If the subject County department feels the quote is in line with its estimate, the County Purchasing Agent will issue a purchase order to the vendor. The vendor shall use the purchase order as a notice to proceed.

Should the County deem the quote to be in excess of what the County is willing to pay for that particular project, the County reserves the right to reject the quote and go outside the contract for that particular project only.

NOTE: No work shall proceed, nor shall materials be ordered, until such time as a purchase order is received by the vendor for each specific project.

Emergency Repairs

Occasionally, the County may contact the Contractor for the appropriate labor category to perform some type of emergency repair. Since this work may need to be performed after hours or weekends and holidays, the County will meet with the vendor to discuss the project and get a cost estimate. If approved by the County representative, the vendor will perform the emergency repair. The County will provide the vendor with a "Short Term Contract/Quote Form" which must be completed with the total price and a breakdown of labor and materials included. The form must be returned to the County on the next business day.

General

If the Contractor does not return the Short Term Contract/Quote Form within the time frame 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 only.

At all times for the duration of this contract, all Contractors shall be required to carry insurance in accordance with requirements set forth in this Request for Bids.

All Contractors are required to comply with all aspects of the NYS Prevailing Wage Laws at all times.

All vendors awarded a contract agree to quote and complete all jobs as necessary at any location within Albany County.

Should the owner or other principals of the company be engaged in any portion the work performed on any particular job, the Contractor is not required to charge the County prevailing wages for that portion of the work. The Contractor may be required to provide the County with written verification in the event that the invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

Awarding the Contracts

The award of this contract shall be made as a percentage above prevailing wage rates for General Construction; Electric, HVAC, Plumbing, Roofing, Masonry, Boiler Repair, Painting, and Emergency Restoration and Refuse Cleanup, Waste Pipe Snaking/Cleaning, Carpet/Tile Cleaning, Commerical Door Mechanical Repair, and Window Emergency Glass Replacement. The vendor meeting all criteria and offering the lowest percentage shall be awarded the primary contract. The County reserves the right to make secondary awards, for any or all given categories, to the bidder(s) offering the second lowest percentage above prevailing wage rates within a specific category. In the case of a tie, the County shall use the materials markup as a deciding factor.

Invoicing for Work Performed

Invoices for work performed shall be itemized for labor, materials, and other costs. Hourly rates charged shall not exceed the current prevailing wage plus the applicable markup as bid.

Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

Certified payrolls must accompany all invoices and/or applications for payment.

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: General_Services

Contact Name: Thomas_Stover

Phone #: 518-447-3020

Requisition #: _____

Describe in detail the products and/or services to be procured:

As_needed_diagnostic_and_repair_services_to_manage_our_Automated_Logic

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)

Eastern_Heating_and_Colling_is_the_sole_authorized_dealer_for_our_Automated_Logic_building_management_system

Vendor Name: Eastern Heating and Cooling, Inc.

Vendor Address: 880 Broadway Albany NY 12207

Phone: 518-465-8878

Fax: _____

Product Needed by date: May 1, 2026

Estimated Total Dollars for this procurement: $ 200,000.0

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.)

- ☒X 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: Thomas_A_Stover

Signature: Thomas A Stover

Automated Logic

March 18, 2024

Reference: Eastern Heating and Cooling (07900) – Authorized ALC Dealer

To whom this may concern,

I am writing at the request of Eastern Heating and Colling to confirm the company's status as the sole authorized dealer of Automated Logic Corporation (ALC) for the installation, warranty support, and service of ALC systems in the Northeastern, Capital, and Hudson Valley regions of New State. Eastern has been an authorized ALC dealer since 1998 and continues to demonstrate its expertise and commitment to excellence through the successful completion of a wide range of challenging control projects.

As an authorized ALC dealer, Eastern Heating and Cooling maintains a staff of technicians and engineers who have completed the latest factory training and are fully authorized to provide system design, application engineering, startup & commissioning, and long-term service and support of Automated Logic systems. With this training Eastern Heating and Cooling staff is instructed on the standards of installation, programming, and configuration of all Automated Logics software and hardware.

ALC's reputation is predicated upon providing building automation systems which are intuitively designed, feature rich, extremely powerful, and provide many years of reliable operation. Eastern Heating and Coolings's local expertise and resources, combined with the company's access to ALC's engineering resources and support, will hopefully be of substantial reassurance to you.

If you have any questions regarding Automated Logic Corporation's presence in the New York State markets, please contact me directly by phone at 201-953-5236 or via email at scott.kolkebeck@carrier.com.

Sincerely,

Scott Kolkebeck
Northeast Regional Sales Manager
Automated Logic Corporation

Contract #: 2026-0522

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Building Services A1620

Date Submitted: 04/02/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Convergint Technologies, Llc

Estimated Amount: 48,962.97

Scope of Services: DSS Stairwell Door Access Readers

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

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

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 2, 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 Convergint Technologies, LLC. Pursuant to their NY State Contract # PT68778 Group 77201 - Vendor # 1100017930 and their SD20900425P proposal dated March 31, 2026, Convergint Technologies will install new stairwell door access readers at the Department of Social Services. With a base quote of $44,512.97 plus a 10% contingency allowance of $4,450.00 for a not to exceed amount of $48,962.97.

This project will enhance the security of the department of Social Services by further managing access to and throughout the facility

The projected term will be May 1, 2026, through April 31, 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.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 2, 2026

Re: DSS Stairwell Door Access Readers

Pursuant to their NY State Contract # PT68778 Group 77201 - Vendor # 1100017930 and the attached proposal, I recommend awarding a contract to Convergint Technologies for the installation of new stairwell door access readers at the Department of Social Services. With a base quote of $44,512.97 plus a 10% contingency allowance of $4,450.00 for a not to exceed amount of $48,962.97.

The projected term will be May 1, 2026, through April 31, 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 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill Pamela
Purchasing Agent

DATE: April 2, 2026

RE: DSS Stairwell Door Access Readers

I am in receipt of your recommendation to award the aforementioned to Convergint Technologies in the not to exceed amount of $48,962.97

As Convergint Technologies has a current NYS Contract PT68778, Group#77201 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.

convergint

14 Petra Lane, Albany,New York 12203
Phone Mobile (518) 429-4902
sam.desorbo@convergint.com

March 31, 2026

Albany County Office of General Services

Quotation: SD20900425P

Albany County Department of Social Services
162 Washington Avenue,
Albany, New York 12210

Attention: Donald Ballard

Reference: Stairwell Readers

NY State Contract # PT68778
Group 77201 - Vendor # 1100017930

Scope of Work

Convergint is pleased to provide this proposal to the Albany County Department of Social Services to install (8) stairwell badge readers and headend equipment to support.

The badge readers and accompanying access control hardware including motion sensors, door contacts, and electric strikes will be installed on the stairwell doors located on the following floors:

- Basement
- Ground Floor
- Floor 1
- Floor 2
- Floor 3
- Floor 4
- Floor 5
- Floor 6

[redacted]

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The access control equipment will be cabled back to the IT Closet located on Floor 1, where an iStar panel and accompanying Altronix cabinet will be installed on to support the additional readers. Both enclosures will be wall mounted, and powered through an outlet.

Convergint will partner with subcontractors for both locksmith and electrical work.

Includes:

- Furnishing and installation of equipment outlined below
- Cabling
- Programming and testing

Exclusions and Assumptions:

- This proposal assumes there are sufficient CCure licenses available to support the new readers.
- Work will be performed during standard business hours.
- Excludes any materials or services not expressly outlined in this proposal.
- Any changes in scope or unforeseen circumstances that lead to additional equipment or labor hours being required will require a change order.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Basement				
2	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
3	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
4	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90
5	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
6	Ground Floor				
7	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
8	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
9	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90

[redacted]

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10	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
11	Floor 1				
12	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
13	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
14	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90
15	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
16	Floor 2				
17	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
18	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
19	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90
20	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
21	Floor 3				
22	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
23	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
24	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90
25	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
26	Floor 4				
27	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
28	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
29	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90
30	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
31	Floor 5				
32	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
33	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
34	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90

[redacted]

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35	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
36	Floor 6				
37	1.00	40NKS-00-000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL STD,MA RDY,FMT:ASP10022,WIEG,32-B MSB,EM:32-B,LED:RED,FLSH:GRN,BZR,SRF:ON,IPM:OFF,VEL:OFF,TAP	$ 238.00	$ 238.00
38	1.00	SN-DPSMGY	Door Position Switch Gray	$ 30.60	$ 30.60
39	1.00	DS-DS160	Request To Exit Pir - Light Gray	$ 90.90	$ 90.90
40	1.00	1600-CS-630	1600 SERIES ELECTRIC STRIKE FOR LATCHBOLTS OR DEADBOLTS	$ 571.50	$ 571.50
41	Head End				
42	1.00	J7-1522D2M8S	400w Dv - 16mngd Aux E8s	$ 2,419.56	$ 2,419.56
43	1.00	GSTAR008	iSTAR Ultra G2, 8 readers, w/enclosure, no PSU	$ 6,375.00	$ 6,375.00
44	1.00	BT126	BATTERY 12VDC/7AH WIRE IN VER FOR USE W/POWER SUPPLY/ CHARGERS RECHARGABLE	$ 33.47	$ 33.47
45	Altronix Power Supply				
46	1.00	AL600ULACM	6A 12/24 VDC UL SPLY W/ACM8	$ 487.15	$ 487.15
47	1.00	AL600ULPD4	UL 12/24VDC 6A P/S W/PD4 INST.	$ 381.10	$ 381.10

Labor

Labor	Extended Price
Project Management and Installation	27,368.69

Equipment Total	$	17,144.28
Labor Total	$	27,368.69
Freight & Warranty	$	0.00
Subtotal	$	**44,512.97**
Sales Tax	$	0.00
Total Project Price	$	**44,512.97**

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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SYSTEM: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

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IMPORTANT NOTICE

You requested that Convergint provide you with certain security and safety products and services. By using these products and services, you acknowledge that:

- **Under no circumstances should Convergint-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergint-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergint account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergint in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergint can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergint.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergint does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.**

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Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Sam DeSorbo
Convergint
Sam DeSorbo

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

Donald Ballard	March 31, 2026
Customer Name (Printed)	Date
Authorized Signature	Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed and "Convergint Related Parties" means Convergint and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergint and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergint reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergint is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the site which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint;
d. To remove site obstacles and job safety hazards;
e. To promptly participate and approve acceptance testing, if applicable;
f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGINT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergint is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergint by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergint's services and Third Party Products are described in the Limited Warranty for Products and Services available at https://www.convergint.com/terms/, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergint shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence $2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall not provide loss runs or copies of its insurance policies. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergint shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergint's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

If Convergint is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergint's indemnification obligations under the Agreement do not apply whatsoever and Convergint Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergint Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergint , except to the extent of Convergint's gross negligence installing such Special Offerings. Any wavier of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergint provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If during the course of its Work, Convergint encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergint shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergint discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergint is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergint's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergint's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergint may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergint is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergint from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergint's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergint (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergint accesses Customer's information systems, Convergint will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergint shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergint for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergint notifies Customer of a material breach pursuant to this paragraph, Convergint may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergint.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergint arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergint are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergint provides additional product safety and service information at https://www.convergint.com/terms/ (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.

[redacted]

Contract #: 2026-0532

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/03/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: The Metro Group, Inc.

Estimated Amount: 13,500.00

Scope of Services: The Metro Group, Inc. - Contract 2024-2358 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	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 GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 2, 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 an amendment to contract 2024-2358 with The Metro Group, Inc., to add two additional facilities to their existing contract.

The original not to exceed total of $56,668.56 for the three-year term started on January 1, 2025, through December 31, 2027. The addition of the two facilities will add $13,500.00 for the remaining two Years of the contract.

Additional facilities are;
392 Western Avenue, Albany, NY 12203
420 Western Avenue, Albany, NY 12203

All existing terms of contract #2024-2358 will remain in effect.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND THE METRO GROUP, INC.
FOR LEGIONELLA PREVENTION, TESTING AND TREATMENT OF COOLING TOWERS AND HVAC EQUIPMENT WATER TREATMENT SERVICES
AT VARIOUS COUNTY BUILDINGS

CONTRACT NO. 2024-2358

This 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" or "Owner") and The Metro Group, Inc., a registered New York corporation, with its principal place of business located at 50-23 23rd Street, Long Island City, New York 11101 (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 Department of General Services (hereinafter, the "DGS"") requires legionella prevention testing and treatment of cooling towers and HVAC equipment water testing at various County buildings; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for bids for the aforesaid legionella services, said request having been denominated as RFB #2024-112, issued on September 4, 2024, and published on September 12, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on September 25, 2024 to provide the aforesaid legionella services (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid legionella services as the lowest responsible bidder; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF WORK

2.1 The Contractor shall provide the legionella services described in the RFB's General Specifications, at pages 1 through 3, consistent with the reference pages, and as requested by

DGS (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 follow 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 While providing the work described in Paragraph 2.1, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive orders and any 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 quality of work and services the Contractor renders shall be subject to inspection by the County at any time. Inspection by the County shall not relieve the Contractor of the responsibility for following all plans, meeting all specifications or performing the work in a safe manner.

2.4 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 DGS.

2.5 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed FIFTY-SIX THOUSAND, SIX HUNDRED SIXTY-EIGHT AND 56/100 DOLLARS ($56,668.56) as full compensation for all work rendered under this Agreement, billable in accordance with the rates set forth in the Bid.

3.2 The pricing set forth in the Bid shall remain firm for the entire term of this Agreement, and renewal term(s), if any.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to DGS. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2025, and shall continue in effect through December 31, 2027.

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; 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. 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 work/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/services 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]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-0-24-001), 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-0-24-001) 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-0-24-001. 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: 11/12/24

BY: _____
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

THE METRO GROUP, INC.

DATED: 11/7/24

BY: _____
Name

General Counsel
Title

NOTARY ACKNOWLEDGEMENT

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

On this _____ day of _____, 2024, 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 4th day of November, 2024, before me personally came Michael P. McLaughlin, 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

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 Queens) ss.:
CITY OF New York)

On this 7th day of November, 2024, before me personally came Mikhail Rahmer, to me known and known to me to be the General Counsel of The Metro Group 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 The Metro Group Inc as said General Counsel pursuant to the authority vested in him/her/them.

Nicholas Widman
Notary Public, State of New York
Reg. No. 01WI00025014
Qualified in Queens County
Commission Expires 5/21/28

_____
Notary Public, State of New York

SCHEDULE A
INSURANCE COVERAGE

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

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

METRO GROUP
BUILDING SOLUTIONS YOU TRUST

Metro North
(585) 232-6470
www.metrogroupinc.com

Jameson Parker
County of Albany Dept. of General Services
112 State Street
ALBANY, NY 12207

4/2/2026
ALB074-00

JOB ADDRESS	QUOTE #	SALES PERSON	EMAIL
420 Western Ave **ALBANY, NY 12203**	**111515**	**Amy Porter**	**aporter@metrogroupinc.com**

Story

The Metro Group, Inc. is providing this annual contract proposal to the County of Albany for the EAC Building Cooling Tower located at 420 Western Avenue, Albany, NY 12203. This Marley tower was surveyed on April 1st, 2026. This contract includes cooling tower legionella prevention, testing, and treatment services, replicating what is done for the towers included in Contract No. 2025-2358. For this seasonal EAC Building Cooling Tower, this includes Cooling Tower Legionella Compliance, water treatment services for descaling, sanitizing and balancing of cooling towers. This contract does not include start-up cleaning of the tower. This contract would be billed quarterly (April, July, October, January) as is the case with Contract No. 2025-2358.

Metro will provide testing, treatment services and all chemicals necessary for cooling tower operation in compliance with NYS DOH Cooling Tower Regulations, VOLUME A (Title 10)/Part 4 - Protection Against Legionella / Subpart 4-1 - Cooling Towers, as it pertains to this facility. Pursuant to any Legionella culture sample result that exceeds 1,000 colony forming units per milliliter (CFU/mL), Metro will provide all chemicals and retesting as needed until an acceptable test result is achieved. Metro will maintain all on site required records and provide electronic copies of all routine service reports, test results, and any required action reports pursuant to any positive test results to the Albany County Department of General Services.

QTY	DESCRIPTION	PRICE	EXT
1	Annual Cooling Tower Contract for Seasonal EAC Building Cooling Tower	$3,650.00	$3,650.00
	TOTAL		$3,650.00

TERMS AND CONDITIONS

Pricing does not include applicable Sales Tax

Accepted by: x -

Print Name:

Purchase Order:

Thank you for your business!

Amy Porter

METRO GROUP
BUILDING SOLUTIONS YOU TRUST

Metro North
(585) 232-6470
www.metrogroupinc.com

4/2/2026

ALB074-00

County of Albany Dept. of General Services
112 State Street
ALBANY, NY 12207

JOB ADDRESS	QUOTE #	SALES PERSON	EMAIL
392 Western Ave **ALBANY, NY 12203**	**111516**	**Amy Porter**	**aporter@metrogroupinc.com**

Story

The Metro Group, Inc. is providing this annual contract proposal to the County of Albany for the Neil Hellman Building Cooling Tower located at 392 Western Avenue, Albany, NY 12203. This Marley tower was surveyed on April 1st, 2026. This contract includes cooling tower legionella prevention, testing, and treatment services, replicating what is done for the towers included in Contract No. 2025-2358. For this seasonal Neil Hellman Cooling Tower, this includes Cooling Tower Legionella Compliance, water treatment services for descaling, sanitizing and balancing of cooling towers. This contract does not include start-up cleaning of the tower. This contract would be billed quarterly (April, July, October, January) as is the case with Contract No. 2025-2358.

Metro will provide testing, treatment services and all chemicals necessary for cooling tower operation in compliance with NYS DOH Cooling Tower Regulations, VOLUME A (Title 10)/Part 4 - Protection Against Legionella / Subpart 4-1 - Cooling Towers, as it pertains to this facility. Pursuant to any Legionella culture sample result that exceeds 1,000 colony forming units per milliliter (CFU/mL), Metro will provide all chemicals and retesting as needed until an acceptable test result is achieved. Metro will maintain all on site required records and provide electronic copies of all routine service reports, test results, and any required action reports pursuant to any positive test results to the Albany County Department of General Services.

QTY	DESCRIPTION	PRICE	EXT
1	Annual Cooling Tower Contract for Seasonal Neil Hellman Cooling Tower	$3,100.00	$3,100.00
	TOTAL		$3,100.00

TERMS AND CONDITIONS

Pricing does not include applicable Sales Tax

Accepted by: x -

Print Name:

Purchase Order:

Thank you for your business!

Amy Porter