

Contract #: 2026-0742

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Sheriff's Office A3110

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Tyler Technologies Inc

Estimated Amount: 44,000.00

Scope of Services: CIVIL SERVE

Budget Line Item: A93110.44070

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

Addendum

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), "Albany County," in writing, the contractor's current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor's adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

a) Secure System Development Lifecycle

- i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:
 - (1) Such policies shall define documented security roles for the software development team
 - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk
- ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.
 - (1) Such training shall be focused on the technologies in use within the software development environment
 - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards
 - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy
- iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.
- iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity
- v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU
- vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.

- vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.
- b) Vulnerability Management
 - i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
 - ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
 - iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
 - iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
 - v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.
- c) Application Lifecycle Management
 - i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
 - ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
 - iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
 - iv) The contractor shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application
 - (3) Maintain evidence of security checks and approvals
 - (4) Include documented functional requirements and non-functional security requirements
 - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
 - v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor

shall provide the Authorized User with the capability and the means or tools to meet the following requirements:

- a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security

reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.

Contract #: 2026-0627

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Emergency 911 A3020

Date Submitted: 04/14/2026

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Hitech Systems

Estimated Amount: 26437.50

Scope of Services: SafetyNet Software Maintenance

Budget Line Item: A3020.17.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



(310) 282-9919 (310) 282-9929 (Fax)
 16030 Ventura Blvd. Suite 250
 Encino, CA 91436

DATE	3/26/2026
INVOICE NO.	7995
TERMS	Net 30
P.O./CUST REF.	
HSI TASK	108437

BILL TO
Albany County Sheriff's Office 994 Madison Avenue Albany, NY 12208

MAINTENANCE PROVIDED	QTY	UNIT PRICE	TOTAL
SafetyNet Software Maintenance 4/01/2026 - 03/31/2027			
SafetyNet One User License		26,437.50	26,437.50
Command Staff (0)			
Call Taker (0)			
Crime Analyst (0)			
Dispatcher (5)			
Records (5)			
Supervisor (0)			
Sys Admin (0)			
GIS Specialist (0)			
Mobile (0)			
Interfaces			
Non applicable			
Thank you for your business.			
Total			\$26,437.50

Contract #: 2026-0751

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Emergency 911 A3020

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Charter Communications Holdings Llc

Estimated Amount: 148,020.00

Scope of Services: FIBER 449 NEW SALEM ROAD

Budget Line Item: HHKI3997.22000F

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

PHYSICAL SERVICE CONNECTION CHARGE (Lot 1 and/or Lot 2)													
RFQ Number	Lot Number	SKU Number	Service Name	Service Description	Net NYS Contract Price	Additional Product Discount (Percentage)	Terms of Additional Percentage Discount (if applicable)	RFQ Product Price	Quantity	Additional Product Discount (Dollars)	Terms of Additional Dollars Discount (if applicable)	Extended RFQ Price	Required On Premises Equipment (Not Included under this Contract)
1	Lot 2	On-Net Construction / Physical Service Connection Costs	Placement of 3 miles of aerial overhead fiber and 400' of new underground fiber.	Construction / Physical Service Connection Costs for On Net Services	\$100,500.00			\$100,500.00 ¹				\$100,500.00	
2													
3													
4													
5													
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24													
25													
Total Service Connection Charge Cost												\$100,500.00	

Contract #: 2026-0156

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Probation A3140

Date Submitted:

Contact Person: [William Connors]

Contact Phone: 518-487-5194

Vendor Info: Public Safety Psychology, PLLC

Estimated Amount: 30,000

Scope of Services: Public Safety Evaluations

Budget Line Item: A93140-44046

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



WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

Matthew Calderwood
Principal Probation Officer

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

January 28, 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: Public Safety Psychology

Dear Sirs:

Authorization is requested to contract with Public Safety Psychology, P.L.L.C.

Albany County Probation requires all Probation Officer applicants to undergo pre-employment testing as to their ability to perform essential Probation Officer job functions.

The Probation Department is currently in a contract with Public Safety Psychology which will be expiring in April 2026. The cost per test is \$350 per exam. We are seeking a three-year contract not to exceed \$30,000.

Thank you for your consideration.

Sincerely,



**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

DANIEL P. MCCOY
County Executive

TO: Pamela O'Neill, Albany County Purchasing

FROM: William Connors, Probation Director *WC*

DATE: January 30, 2026

RE: Probation Contract-Physician Exception Review

The Probation Department will be seeking a new contract with Public Safety Psychology to provide psychological evaluation services for candidates for employment of Probation Officer. Our current contract expires in March 2026. We will be seeking a three-year contract not to exceed \$30,000. The fee per evaluation will be \$350.

The medical services provided by Public Safety Psychology are an exception to proposals or quotations. Could you review and provide an opinion letter.

Thank you for your assistance.



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: William Connors
Probation Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 2, 2026

RE: Physician Exception Review

I am in receipt of your recommendation to award psychological evaluation services in the amount of \$30,000 to Public Safety Psychology.

As physician services is an exception to a competitive solicitation in the procurement policy no formal RFP or additional quotes are needed.

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

RENEWAL/EXTENSION AND AMENDMENT TO AGREEMENT

Contract No. 2026-0156

THIS EXTENSION AND AMENDMENT TO AGREEMENT ("Extension and Amendment to Agreement") is made by and between the COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 ("COUNTY"), and PUBLIC SAFETY PSYCHOLOGY, PLLC, with a principal office located at 18 Corporate Woods Boulevard, Suite 120 Albany, NY 12211 ("VENDOR").

WHEREAS, the COUNTY entered into an agreement pursuant to Contract Number 2023-792 ("Agreement") with the VENDOR for pre-employment psychological evaluations to assist in selection and hiring of County Probation Officers, providing for a term of April 30, 2023 through April 30, 2026; and

WHEREAS, the COUNTY and the VENDOR desire to extend the Agreement, and to provide for increased compensation.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Agreement is extended for the period commencing May 1, 2026, and terminating on April 30, 2029.
2. 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 \$30,000, billable at the rate of \$350/exam.
3. The VENDOR shall provide and furnish updated insurance certificates to cover the extension period.
4. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect throughout the extension period provided for herein.
5. This Extension Agreement shall not be enforceable until signed by all parties and approved by the COUNTY.

IN WITNESS WHEREOF, the COUNTY and VENDOR have executed this Extension and Amendment to Agreement.

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND PUBLIC SAFETY PSYCHOLOGY P.L.L.C.
FOR MEDICAL SERVICES

Contract No. 2023-792

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, within a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County" or "Owner") and Public Safety Psychology, P.L.L.C., with a principal address located at 18 Corporate Woods, Albany, New York 12211 (hereinafter called the "Contractor," and the County and Contractor each may be referred to herein as a "[p]arty" or, together, as the "[P]arties").

W I T N E S S E T H:

WHEREAS, the County seeks a qualified Contractor able to provide certain psychological evaluation services regarding the County's Department of Probation's prospective employees; and

WHEREAS, the Contractor has expertise in performing the aforesaid psychological evaluation services and has offered to provide the aforementioned services to the County; and

WHEREAS, the County has accepted the offer of the Contractor to provide the aforementioned psychological evaluation services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement.
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide pre-employment, psychological screening services for the County's potential employees on an as needed basis.

ARTICLE 3. COMPENSATION

3.1 For the services performed in this Agreement, the County agrees to pay, and the Contractor agrees to accept, a fee of THREE HUNDRED AND TWENTY-FIVE AND 00/100 (\$325.00) DOLLARS (US CURRENCY) for each evaluation performed by the Contractor.

3.2 During the life of this Agreement, the County agrees to pay, and the Contractor agrees to accept, a sum not to exceed TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS (U.S. CURRENCY) for all evaluations conducted under this Agreement.

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 Albany County Department of Probation, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall commence on April 30, 2023 and continue in effect through April 30, 2026.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

- 7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity 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

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the 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 its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status 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. COMPLIANCE WITH MACBRIDE PRINCIPLES

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 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 §4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 12. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 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 (45) 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 13. RELATIONSHIP OF THE PARTIES

Contractor is, and will 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 agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 14. INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses. Contractor shall bear no responsibility for the negligence of the County or its employees, agents, and assignees.

ARTICLE 15. INSURANCE COVERAGE

- 15.1 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 as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 15.2 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(s). 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.

- 15.3 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 16. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in 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. ACCOUNTING RECORDS

- 18.1 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.
- 18.2 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.
- 18.3 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 19. 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 20. 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 21. EXTRA WORK

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

ARTICLE 22. CHANGE IN LEGAL STATUS OR DISSOLUTION

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.

ARTICLE 23. LICENSES

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.

ARTICLE 24. PARTIAL INVALIDITY

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.

ARTICLE 25. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 26. NOTICES

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.

ARTICLE 27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE 29. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 30. 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.

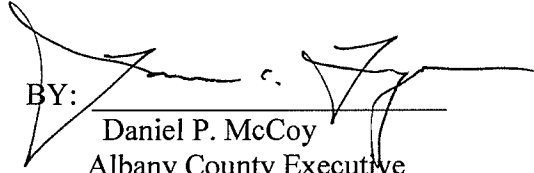
ARTICLE 31. HIPAA COMPLIANCE

Contractor shall maintain the confidentiality of all patient information and any information regarding Health which could be considered confidential or proprietary. This excludes records and information relative to the reporting of patient abuse required by law. Further, to the extent it may be applicable, the Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 3/13/2023

BY: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

PUBLIC SAFETY
PSYCHOLOGY P.L.L.C.

DATED: 2-21-23

BY: 

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 13th day of March, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

On the 21st day of February, 2023, before me, the undersigned, personally appeared DAVID J. KELLEY PhD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SANDRA SCHEUER
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01SC6187142
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES MAY 12th, 2024

SCHEDULE A

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

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.

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	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

APPENDIX "A"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the CONSULTANT, Helgerson Solutions Group.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Human Service Departments.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the

Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be April 30, 2023 and shall continue in effect through April 30, 2026. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

- (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the Agreement; or,
- (b) Immediately terminate the Agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the Agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.

2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. Survival – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. Incorporation in the Agreement – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Contract #: 2026-0744

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: County Legislature A1010

Date Submitted:

Contact Person: [Necole Chambers]

Contact Phone:

Vendor Info: Carahsoft Technology Corp

Estimated Amount: \$49,264.30

Scope of Services: 2026 Carahsoft Technology Corp.

Budget Line Item: A1010.22050

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



HON. JOANNE CUNNINGHAM
CHAIRWOMAN

HON. WANDA WILLINGHAM
DEPUTY CHAIRWOMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.GOV

NECOLE M. CHAMBERS
CLERK

MARCIA A. GODDARD
FIRST DEPUTY CLERK

MEMORANDUM

TO: Hon. Daniel McCoy, Albany County Executive
Hon. Joanne Cunningham, Chair, Albany County Legislature
Hon. Bruce A. Hidley, Albany County Clerk

From: Necole M. Chambers, Clerk of the Legislature

Subject: CAB Contract Approval with Carahsoft Technology Corp.

Date: April 28, 2026

Attached please find the cover sheet, Purchase Order and quote for the upcoming renewal of our Granicus subscription. This renewal will be effective from June 29, 2026, through June 28, 2027, in the amount of \$49,264.30.

Please note that funding will be allocated as follows: \$26,573.12 from encumbered funds under PO No. 22577071, and \$22,691.18 from line A91010.22050 Computer Equipment.

We have utilized Granicus for the past six years, and this represents a standard annual renewal. The quote reflects the cost for continued use of the Granicus software package, which supports the Legislature in conducting its meetings.

The software includes tools for creating agendas, publishing meeting notices, managing backup documentation, and enabling electronic voting. This system remains essential to maintaining the functionality and efficiency of our legislative operations.

If you require any additional information, please do not hesitate to contact me.



County of Albany
Albany, NY 12207

PHONE
(518) 447-7140
FAX
(518) 447-5588

Purchase Order

Fiscal Year 2025

Page: 1 of: 1

Notice to individual claimants

If this claim is being submitted for payment to an individual for services rendered or for any reason other than reimbursement of expenses incurred on county business, you must supply your Fed. ID. NO. or your Social Security No. in the space provided

Federal Tax ID# or Social Security #

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order #

22577071

I _____ (Print or type name of person certifying, whether claimant, member of firm, or officer of corporation) do hereby certify that I am _____ (if individual, leave blank; if partner, write "a member of the firm (naming the firm)"; if corporation, title of officer and name of corporation and that this claim is true and correct and that the amount claimed is due, owing and unpaid; that the services were actually rendered, the disbursements actually and necessarily made or the supplies or equipment actually delivered and that the consideration has passed to the County of Albany

Vendor

MISCELLANEOUS VENDOR
Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

Bill To

ALBANY COUNTY LEGISLATURE
HON JOANNE CUNNINGHAM
CHAIRWOMAN, 112 STATE ST RM
710
ALBANY, NY 12207

Ship To

ALBANY COUNTY LEGISLATURE
HON JOANNE CUNNINGHAM
CHAIRWOMAN, 112 STATE ST RM
710
ALBANY, NY 12207

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
---------------------	-------------------	--------------------	--------------------

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/21/2026	100000			LEGISLATURE

NOTES

The Above Purchase Order Number Must Appear On All Correspondence -
Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Legislative Chamber Audio Upgrade	1.0	EACH	\$26,573.12	\$26,573.12
	GL Account: A91010 - 22050 - 10000			\$26,573.12	

GL SUMMARY	
A91010 - 22050 - 10000	\$26,573.12

Certificate of Approval by Department Head or Officer Through Whom Claim Originated

I hereby certify that the services enumerated in this claim were actually rendered by the persons named; the disbursements made; or the supplies or equipment were actually delivered, accepted, counted and inspected by me and are satisfactory and the quantity and quality specified in such claim; that the contract price has been earned; that the services, disbursements, supplies or equipment were necessary and have been, or will be, applied to the use of this department.

Head of Department

Date

AUDITORS USE ONLY	
Received for audit	Amount
Claim approved this date	\$
Signed by Auditor:	20 for \$

ALBANY COUNTY CLAIM VOUCHER

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | GRANICUS@CARASOFT.COM



TO: David Berkun
 Acting Chief Information Officer
 County of Albany
 112 State St
 Room 500
 Albany, NY 12207 USA

EMAIL: david.berkun@albanycountyny.gov

PHONE: (518) 447-7277

FROM: River Deeter
 Granicus at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: River.Deeter@carahsoft.com

PHONE: (571) 591-6126

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2028
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 57741306
QUOTE DATE: 01/27/2026
QUOTE EXPIRES: 06/26/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$49,264.30
TOTAL QUOTE: \$49,264.30

LINE NO.	PART NO.	DESCRIPTION	GSA PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
RENEWING SUBSCRIPTION FEES							
1	GR-E-MA-MIN	Meeting Efficiency Suite - Annual Subscription Granicus - SAS-SE-MA-MIN Start Date: 06/29/2026 End Date: 06/28/2027	\$85,153.86	\$15,819.44	GSA	1	\$15,819.44
2	GR-E-MA-VID	Government Transparency Suite - Annual Subscription Granicus - SAS-SE-MA-VID Start Date: 06/29/2026 End Date: 06/28/2027	\$95,798.09	\$15,817.79	GSA	1	\$15,817.79
3	SAS-SE-MA-PLF-OP-611	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 06/29/2026 End Date: 06/28/2027	\$53,221.15	NSP	GSA	1	\$0.00
4	GR-VID-ESFW	Granicus Encoding Appliance Software (GT) - Annual Subscription Granicus - SAS-SE-MA-VID-ESFW Start Date: 06/29/2026 End Date: 06/28/2027	\$10,644.23	\$1,856.23	GSA	1	\$1,856.23
5	GR-VCT-STD	VoteCast Standard Package (iLegislate) - Annual Subscription Granicus - SAS-SE-MA-VCT-STD Start Date: 06/29/2026 End Date: 06/28/2027	\$37,254.81	\$15,770.84	GSA	1	\$15,770.84
RENEWING SUBSCRIPTION FEES SUBTOTAL:							\$49,264.30
SUBTOTAL:							\$49,264.30
TOTAL PRICE:							\$49,264.30
TOTAL QUOTE:							\$49,264.30

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



By issuing a Purchase Order against this quote, customer agrees to the Granicus Master Subscription Agreement at the link below:
<https://granicus.com/legal-licensing/>

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

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Please reference GSA Contract # on the PO
GSA MAS 8F: 47QSWA18D008F

Granicus Order Form for Albany County, NY

ORDER DETAILS

Granicus Contact: Madelyn Bedard
Email: madelyn.bedard@granicus.com
Order #: Q-516402
Prepared On: 21 Jan 2026

ORDER TERMS

Currency: USD
Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

**Current Subscription
End Date:** 28 Jun 2026
Period of Performance: 29 Jun 2026 - 28 Jun 2027

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Meeting Efficiency Suite	Annual	1 Each
Government Transparency Suite	Annual	1 Each
Open Platform Suite	Annual	1 Each
Granicus Encoding Appliance Software (GT)	Annual	1 Each
VoteCast Standard Package (iLegislate)	Annual	1 Each

PRODUCT UPDATES

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PRODUCT DESCRIPTIONS

Solution	Description
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
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Solution	Description
(iLegislate)	government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes: • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room • VoteCast Display (small form factor Dell CPU) is usually purchased through Granicus and should be represented on your proposal/quote • Client is responsible for purchasing compatible hardware (Compatible hardware includes Windows Desktops or tablets, Mac Desktops, or iPads)

TERMS & CONDITIONS

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- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-516402 dated 21 Jan 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Albany County, NY to provide applicable exemption certificate(s).
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GOVERNMENT- PRICE QUOTATION

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TO: David Berkun
 Acting Chief Information Officer
 County of Albany
 112 State St
 Room 500
 Albany, NY 12207 USA

FROM: River Deeter
 Granicus at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: david.berkun@albanycountyny.gov

EMAIL: River.Deeter@carahsoft.com

PHONE: (518) 447-7277

PHONE: (571) 591-6126

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2028
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 57741306
QUOTE DATE: 01/27/2026
QUOTE EXPIRES: 06/26/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$49,264.30
TOTAL QUOTE: \$49,264.30

LINE NO.	PART NO.	DESCRIPTION	GSA PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
RENEWING SUBSCRIPTION FEES						
1	GR-E-MA-MIN	Meeting Efficiency Suite - Annual Subscription Granicus - SAS-SE-MA-MIN Start Date: 06/29/2026 End Date: 06/28/2027	\$85,153.86	\$15,819.44	GSA 1	\$15,819.44
2	GR-E-MA-VID	Government Transparency Suite - Annual Subscription Granicus - SAS-SE-MA-VID Start Date: 06/29/2026 End Date: 06/28/2027	\$95,798.09	\$15,817.79	GSA 1	\$15,817.79
3	SAS-SE-MA-PLF-OP-611	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 06/29/2026 End Date: 06/28/2027	\$53,221.15	NSP	GSA 1	\$0.00
4	GR-VID-ESFW	Granicus Encoding Appliance Software (GT) - Annual Subscription Granicus - SAS-SE-MA-VID-ESFW Start Date: 06/29/2026 End Date: 06/28/2027	\$10,644.23	\$1,856.23	GSA 1	\$1,856.23
5	GR-VCT-STD	VoteCast Standard Package (iLegislate) - Annual Subscription Granicus - SAS-SE-MA-VCT-STD Start Date: 06/29/2026 End Date: 06/28/2027	\$37,254.81	\$15,770.84	GSA 1	\$15,770.84
RENEWING SUBSCRIPTION FEES SUBTOTAL:						\$49,264.30
SUBTOTAL:						\$49,264.30
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Contract #: 2026-0858

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: District Attorney A1165

Date Submitted: 05/01/2026

Contact Person: [Julianne Okun],[Patrick Collins]

Contact Phone: 518-391-8925,

Vendor Info: Three Sisters Ink, LTD

Estimated Amount: 45000

Scope of Services: External Communications for the District Attorney's Office

Budget Line Item: A91165-44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



LEE C. KINDLON
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
518-487-5460
518-487-5093 - FAX

JOSEPH J. MEANY
CHIEF ASSISTANT DISTRICT ATTORNEY

JESSICA BLAIN-LEWIS
DEPUTY CHIEF ASSISTANT DISTRICT ATTORNEY

MEMORANDUM

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

From: Hon. Lee C. Kindlon, District Attorney

Date: May 5, 2026

Re: Professional Communication, Lobbying and Marketing Services

The District Attorney's Office respectfully requests the approval of a one-year renewal of contract 2025-2761 with Three Sisters Ink, LTD, doing business as Communications Services for communications and marketing services. The vendor has been instrumental in getting our office's criminal justice reform agenda before the State Legislature and the Office of the Governor. The work done under the first year of the contract has helped us restore and improve relationships with individuals in leadership positions at the State Senate and Assembly. Through the vendor's hard work, we have been able to propose and see real change in the discovery laws, which allows better use of a prosecutor's time while maintaining the integrity of the criminal justice system. Together, the vendor and our office are working with the State on the adoption of the CREEP Act (Ceasing Repeated and Extremely Egregious Predator behavior), which will provide for the issuance of anti-stalking orders in certain cases, ensuring the protection of victims.

When the Legislature approved this funding, the goal was to ensure that Albany County's improving public safety record was being communicated effectively to residents, businesses and prospective investors, because data alone does not move perception, and perception drives real decisions about where people live, work and put their money. Over the past year, Communications Services has built the messaging architecture, media relationships and community presence needed to tell that story consistently and credibly, work that takes time to develop and loses value quickly when it goes dark. Albany County is safer. Albany County is open for business. Renewing this appropriation keeps that message where it belongs, in front of the people who need to hear it.

Thank you very much for your assistance in this matter. If any additional information is needed, please do not hesitate to contact me or my office.

Respectfully,

A handwritten signature in blue ink, appearing to read "Lee C. Kindlon". The signature is fluid and cursive, with the first name "Lee" and last name "Kindlon" clearly distinguishable.

Lee C. Kindlon
Albany County District Attorney

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
THREE SISTERS INK, LTD, D/B/A COMMUNICATIONS SERVICES
FOR
COMMUNICATIONS AND MARKETING SERVICES

CONTRACT NO. 2025-2761

This is an Agreement made by and between the COUNTY OF ALBANY, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County") and THREE SISTERS INK, LTD, D/B/A COMMUNICATIONS SERVICES, a domestic business corporation, with a principal place of business at 150 State St., 4th Fl, Albany, NY 12207, (hereinafter, the "Consultant," 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 District Attorney (herein after the "District Attorney") requires a qualified consultant to provide professional communication and marketing services (hereinafter the "[s]ervices"); and

WHEREAS, the Albany County Purchasing Department issued a request for proposals for such services, said request having been denominated as RFP#2025-016, and having been issued on January 13, 2025 and published on January 16, 2025 (hereinafter, the "RFP"); and

WHEREAS, in response thereto, the Consultant submitted a quote for the aforesaid professional communication and marketing services (hereinafter, the "Proposal"); and

WHEREAS, the Contract Administration Board has authorized the County to accept the Consultant's Proposal, and the County has accepted the Consultant's Proposal, to provide the aforesaid services; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof; and collectively, may be referred to herein as "the Agreement".

1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; and 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide communication and marketing services to the District Attorney, as requested in the RFP, Section 4, Scope of Services, page RFP4, and all equipment, supplies, labor, materials and incidentals necessary to perform all the services.

2.2 The Consultant shall not perform any services beyond those described in the Proposal as “not covered under the retainer” (hereinafter, the “extra service(s)”) unless it has obtained prior written approval from the County.

2.3 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$3,750.00) per month, and an amount not to exceed FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00) as full compensation for all services rendered under this Agreement.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services 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.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County, on a monthly basis, upon the Consultant’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the District Attorney, and after review and approval by the county of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on March 1, 2025 and continue until March 1, 2026.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved

subconsultants for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the services, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant 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 Consultant is not satisfactory, and/or that the Consultant is not meeting the specifications' requirements, the County may terminate this Agreement and employ another consultant to fulfill its requirements.

6.3 In the event of a breach by the Consultant, the 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 services, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subconsultant 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 Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The 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 services 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 Consultant agrees that neither it nor any of its County approved sub-consultants 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 Consultant is, and shall function as, an independent consultant 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 Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant 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 Consultant, 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 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.

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

15.2 The 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.

15.3 The 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.

ARTICLE 16. INSURANCE

16.1 The Consultant 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 Consultant 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 Consultant 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 Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant 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 Consultant 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 Consultant shall require any subconsultant 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 Consultant.

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 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 23. NON-INTERRUPTION OF WORK

The Consultant 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 subconsultants, 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 Consultant 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 Consultant 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 Consultant 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 Consultant on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Consultant 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 Consultant in the provision of the services required under this Agreement. The Consultant 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 Consultant hereby represents that the Consultant is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Consultant has not:

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

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, the Consultant also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986) and all other policies and procedures of the County.

27.2 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.

27.3 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.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 2/24/25

BY:



Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

THREE SISTERS INK, LTD,
D/B/A COMMUNICATIONS SERVICES

DATED: 2/19/25

BY:



Name:

President / CEO

Title:

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

On the ____ day of _____, 2025, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 24 day of February, 2025, before me, the undersigned, personally appeared Michael P. McLaughlin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



A handwritten signature in dark ink, appearing to read "Alex Hunter", written over a horizontal line.

NOTARY PUBLIC

STATE OF NY)
COUNTY OF Albany) SS.:

On the 19th day of February, 2025, before me, the undersigned, personally appeared Libby Post personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

A large, stylized handwritten signature in dark ink, written over a horizontal line.

NOTARY PUBLIC

JESSICA EILEEN BLAIN-LEWIS
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BL6441221
Qualified in Albany County
My Commission Expires 09-26-2026

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000.00 per occurrence.

RENEWAL/EXTENSION AGREEMENT

Contract No. 2026-0858

THIS EXTENSION AGREEMENT (this "Extension Agreement") is made by and between the COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 ("COUNTY"), and THREE SISTERS INK, LTD, with a principal office located at PO Box 1115 Albany, NY 12201 ("VENDOR").

WHEREAS, the COUNTY entered into an agreement pursuant to Contract Number 2025-2761 ("Agreement") with the VENDOR for professional communication and marketing services for the District Attorney's Office , providing for an initial term of one (1) year, and two (2) renewals; and

WHEREAS, there is(are) two (2) renewal(s) remaining; and

WHEREAS, the COUNTY and the VENDOR desire to extend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Agreement is extended for the period commencing March 2, 2026, and terminating on March 1, 2027.
2. 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 \$45000.
3. The VENDOR shall provide and furnish updated insurance certificates to cover the extension period.
4. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect throughout the extension period provided for herein.
5. This Extension Agreement shall not be enforceable until signed by all parties and approved by the COUNTY.

IN WITNESS WHEREOF, the COUNTY and VENDOR have executed this Extension Agreement.

Albany County Request for Contract Approval

Contract #	2025-2761
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A1165 - District Attorney
Date Submitted	Wednesday, February 5, 2025
Contact Person	Kindlon, Lee
Contact Phone	
Vendor Info	Communications Services PO Box 1115, Albany, NY 12201
Estimated Amount	\$45,000.00
Estimated Term	2/5/2025 to 2/6/2026
Scope of Services	External Communications for the District Attorney's Office.
Budget Line Item	AA1165 - 44046 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



LEE C. KINDLON
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
518-487-5460
518-487-5093 - FAX

JOSEPH J. MEANY
CHIEF ASSISTANT DISTRICT ATTORNEY

JESSICA BLAIN-LEWIS
DEPUTY CHIEF ASSISTANT DISTRICT ATTORNEY

To: Pam O Neill, Purchasing Agent

From: Lee C. Kindlon, District Attorney

Date: February 5, 2025

Re: RFP#2025-016 Provision of Communications and Market Services

After review and scoring of the proposals received for RFP#2025-016 for the Provision of Communications and Marketing Services at that Albany County District Attorney's Office, I recommend awarding the contract to Communications Services. This contract will commence immediately upon execution with a first-year cost not to exceed \$45,000 and a term of one year with renewal options consistent with the RFP.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Hon. Lee C. Kindlon
District Attorney

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 5, 2025

RE: RFP#2025-016 Communications and Marketing Services

I am in receipt of your recommendation to award the aforementioned to Communications Services in the amount not to exceed \$45,000.00.

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 Communications Services.

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



REQUEST FOR PROPOSAL
COST OF SERVICES
FOR
COMMUNICATIONS AND MARKETING SERVICES
FOR THE OFFICE OF



RFP NUMBER: 2025-016

It is our hope that you find this proposal to your satisfaction and that the Albany County District Attorney becomes a member of our family of retained clients.

As a retained client, all fees associated with message development, conceptual design and copy writing of all materials, public affairs and public relations work including writing press releases, editing materials written by city staff, working with the DA's staff on initiatives, project management, media training, meetings and phone calls would be covered under the retainer. No matter how many hours we spend on these activities, your retainer would not increase without prior consent from you.

The proposed retainer would be \$3,750 per month.

Not covered under the retainer are:

- Graphic design at \$135/hour
- Photography—based on project
- Video production—based on project
- Web design—based on project
- App design—based on project
- Printing—based on project
- Mailing—based on project
- Postage—based on project
- Reimbursable travel expenses (mileage, food, accommodations)

Before proceeding with any costs above and beyond the retainer, Communication Services will provide the DA's office with written estimates that will be approved before moving forward.

MESSAGE > STRATEGY > RESULTS

COMMUNICATION SERVICES

SINCE 1984

**RESPONSE TO
REQUEST FOR PROPOSAL
FOR
COMMUNICATIONS AND MARKETING SERVICES
FOR THE OFFICE OF**



**ALBANY COUNTY
DISTRICT ATTORNEY**

LEE KINDLON

RFP NUMBER: 2025-016

MESSAGE > STRATEGY > RESULTS

COMMUNICATION SERVICES

SINCE 1984

TO: LEE KINDLON, ALBANY COUNTY DISTRICT ATTORNEY
PAMELA O'NEILL, PURCHASING AGENT, ALBANY COUNTY

FROM: LIBBY POST, PRESIDENT/CEO
COMMUNICATION SERVICES 

RE: RFP FOR COMMUNICATIONS AND MARKETING SERVICES

DATE: JANUARY 28, 2025

I am writing to express my firm's interest in providing communications and public relations services, as outlined in your RFP, to the office of the Albany County District Attorney.

Communication Services has provided public affairs, strategic communications, public relations, marketing/branding, social media and related services for over 40 years. We have worked successfully with local governments, statewide organizations, public libraries across the country, nonprofit advocacy and service organizations, and small businesses.

Our decades of experience working in and around Albany gives Communication Services a singular perspective on the county, its various communities and the challenges as well as opportunities that lie ahead for the Office of the Albany County District Attorney.

As you will see from the responses to your RFP, Communication Services is uniquely suited to provide you with the communications and marketing services you need. We are a small firm with a great deal of experience and results in crafting and delivering messages through both traditional media and social media as well as through innovative marketing and strategic communications.

Our goal would be to work closely with staff and the District Attorney in order to craft compelling values-based messaging that moves people to understand what the DA's office does and ultimately to support it. I am confident that we can fulfill the DA's marketing and communications needs.



SECTION II: QUALIFICATIONS AND EXPERIENCE

Communication Services specializes in public affairs/public relations, strategic communications, advocacy/electoral campaigns and marketing/branding. Our approach is unique in that we bring 40 years of grassroots organizing and communications experience to our clients.

For the past ten years, we have built the New York State Animal Protection Federation from a small organization with just ten members across the state to a strong organization that is the go to on animal sheltering issues for policy makers, legislators and the media. The Federation now has over 140 members and, among its legislative accomplishments, is the Companion Animal Capital Fund, which to date has provided \$38 million to assist shelters with capital projects.

Communication Services has worked with a multitude of organizations, including public libraries across the country, by employing the following skills and tools:

- Writing and executing strategic communications plans
- Organizational expertise that translates to municipal entities and their concerns
- Consistent branding and messaging
- Strategic communications using state of the art approaches to online and social media communication as well as traditional public relations practices
- One on one outreach to stakeholders
- Relationship building and advocacy in local and state government
- Strategic communications planning and execution to build an effective voice that is heard and listened to
- Building online outreach programs
- Writing for and working with the media for strategic placement of stories and messaging
- Creating new initiatives that engage constituencies through emotional and values-based branding to garner support

Communication Services and its president, Libby Post, have a long history of strengthening organizations through a combination of nonprofit, advocacy, lobbying, strategic communications and marketing expertise. We hope to bring our skills to bear for the Albany County District Attorney's office.

Libby Post will be the primary contact for this project. She holds a master's degree in political communications from the University at Albany and is an adjunct professor at UAlbany's Rockefeller College of Public Affairs and Policy. She is a well-known local voice on WAMC's The Roundtable and has spent her professional life in Albany building solid relationships with the local media.

Post will be responsible for project management and all copy writing. Project management includes, but is not limited to:

- Strategy development and management
- Message development
- Copy writing

- Social media management
- YouTube quality video production
- Website updating
- Media training workshops
- Writing for and dealing with the media
- Strategy sessions/meetings, phone calls and email communication

Post will be available for this project as she is to all of her clients—throughout the business day which starts around 7 a.m. and ends around 9 p.m. and spans the weekend as well when needed. Post is adept at handling multiple priorities and maximizing efficiency to provide her clients with the best services possible.

Libby Post, M.A.

97 Woods Lane, Menands, NY 12204

lpost@commservices.net

518/857-6788

EDUCATION:

University at Albany, Albany, New York

Master of Arts in Political Communications, 1984

Revson Fellowship, Center for Women in Government, University at Albany, Albany, New York
Spring Semester 1984

University at Albany, Albany, New York

B.A., Political Science (major), Journalism (minor)

TEACHING EXPERIENCE:

Adjunct Professor, Rockefeller College of Public Affairs and Policy, University at Albany

RPAD 560, Making Policy Understandable, Spring 2018, Spring 2021, Fall 2023

RPAD/RPOS 588, The Science and Art of Political Campaigns, Spring 2020, Fall 2022, Fall 2024

Adjunct Professor, Department of Communications, University at Albany

COM415, Persuasion and Public Relations, Spring 2016 and Fall 2016

COM382, Introduction to Political Communications, Spring 2017

Appointed to the Rockefeller College Advisory Board, Fall 2024

PROFESSIONAL EXPERIENCE:

Press Secretary, Office of New York State Assemblywoman May Newburger, 1984 and 1985 Legislative Sessions

- Wrote press releases and background materials
- Managed media relations on a host of women's issues including building relationships with the Legislative Correspondents Association at the Capitol

Media Director, Family Planning Advocates of New York State, 1985-86

- Managed outreach to Planned Parenthoods across New York as well as partner organizations for the Campaign to End Unintended Pregnancies.
- Developed messaging, wrote materials, created print pieces

Executive Director, New York State Animal Protection Federation and New York State Animal Protection Federation Education Fund, November 2013-present

- Serve as the statewide political/advocacy voice of New York's humane societies, SPCAs, non-profit and municipal animal shelters.
- Work with shelters across New York on their programs and policies and provide professional development opportunities
- Successfully shepherded the following public policy successes. Among them are:
 - Establishment of the Companion Animal Capital Fund
 - Passage of the Puppy Mill Pipeline Bill

- Passage of the Companion Animal Care Standards Act for Shelters and Rescues
- Passage of a bill that bans discrimination based on breed in homeowners' insurance
- Passage of a bill to mandate veterinarians report animal cruelty
- Passage of several peace office residency requirement bills
- Passage of a bill to ban the leasing of pets in New York State
- Passage of the Shelter/Rescue Registration Act
- Built brand and marketing program to increase membership
- Through the Education Fund, established
 - Shelter Consulting Services to help shelters with new building projects and creating more effective sheltering operations
 - Companion Animal Care Standards Act for Shelters and Rescues Consulting Program
 - Raised \$481,000 in grant funding to provide on-site consulting to shelters and rescues across New York State to assist them in making the necessary changes and upgrades needed to meet the new standards when they take effect on December 15, 2025.

President/CEO, Communication Services, a boutique strategic communications and marketing firm has worked extensively in the public library, health care, not-for-profit, advocacy and electoral fields. 1984-Present

- Managed staff of designers, writers, photographers to brand and market client base of not-for-profits, political candidates, advocacy organizations and public libraries
- Established a successful national Library Advocacy Practice working with over 60 public libraries in New York State on rebranding and then shepherding various voter initiatives on redistricting, budgets or funding votes.
 - Developed messaging, wrote and produced materials including print, websites and social media
 - Success rate is 84%.
 - Contacted as a trainer by United for Libraries, the national Friends, Trustees and Foundations organization, to train public libraries in advocacy and to help them develop a winning strategy. During 2013 and 2014,
 - Worked with the Salem-South Lyon Public Library and the Clarkson-Independence Public Library both in Michigan, the Aurora Public Library in Minnesota, the Stockton Public Library in California and the Public Library of New London in Connecticut. Both Salem-South Lyon and Clarkson-Independence were successful in their millage votes (tax levy) and New London secured a 20% increase in their municipal-based funding.
 - Trainings: ***Building Your Library's Base*** and ***Campaign Planning***
 - Contracted as a strategic and trainer with the Connecticut State Library and the Connecticut Library Association to develop a statewide advocacy program which includes extensive training and strategy development.
 - Contracted by the Appleton Public Library in Appleton, WI to provide extensive advocacy training and strategy development for planned building program (January 2016)
 - Contracted by the Arkansas State Library to present four-part ***Library Campaign Planning Institute*** (April 2016)
 - Certified trainer for the Public Library Association's ***Turning the Page*** program—a six-week, online advocacy course geared to libraries who get their funding directly from their local municipality.
- Established Progressive Public Affairs and Government Relations as a division of Communication Services to market these services to statewide organizations that needs policy campaigns and/or lobbying services

- Contracted with the County Health Officials of New York to brand and develop *The Campaign to ImmuNYze All New Yorkers*.
 - Coordinated the work of freelance graphic designer and organization's web designer
 - Developed a multi-media campaign geared to increasing immunization rates in children and adults. This campaign includes:
 - Social media
 - Print materials
 - Media relations
 - Website
 - Radio buys
 - Video branding
 - Partnership development

Managing Partner, Progressive Elections, political consultancy, started Spring 2018

- Campaign Management, Message Development and Direct Mail, Social Media, Field
- 2018
 - Campaign Management and Message/Direct Mail/Social Media for:
 - Bryan Clenahan, Guilderland Town Judge (win)
 - Direct Mail
 - Dan Coffey, Bethlehem Town Board (win)
 - Video production
 - Kathy Hochul, Lt. Governor
- 2019 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Amy Joyce for Albany Family Court (win)
 - Campaign Management, Message/Social Media, Video Production for:
 - Andra Ackerman for Albany County Court (win)
 - Message/Direct Mail/Social Media
 - Darius Shahinfar for Albany County Comptroller
 - Bill Kelly for Albany City Court Judge (win)
 - Steve Napier for Cohoes Mayor
 - Lisa Weber for Niskayuna Town Supervisor
 - Brian Marsh for Menands Village Board (win)
 - Joanne Cunningham for Albany County Legislature (win)
- 2019 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - State Supreme Court Justice Michael C. Lynch (re-election for 3rd Judicial District) (win)
 - Judge Claudette Newman for State Supreme Court (elections for 6th Judicial District)
 - Marc Dorsey for Bethlehem Highway Superintendent (win)
 - Jean Lapper for Warren County Supervisor
- 2020 Primary Campaign
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - John McDonald for State Assembly (win)
- 2021 Primary Campaign
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Deb Zamer for 14th Ward Common Councilmember (win)
- 2021 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:

- Dillon Moran for Saratoga Springs Commissioner of Accounts (win)
 - Marc Dorsey for Bethlehem Highway Superintendent (win)
 - Bob Poitras for Rensselaer County Legislature
 - Jennifer Massey for Rensselaer County Legislature
- Message/Direct Mail
 - Kathy Sheehan for Albany Mayor (win)
 - Gwen Wright for Rensselaer County Executive
 - Niskayuna Town Supervisor and Town Board slate (win)
 - Coeymans Town Supervisor and Town Board slate
 - Kinderhook Town Supervisor and Town Board slate
 - Kelly Mateja for Colonie Town Supervisor
 - Minita Sanghvi for Saratoga Springs Commissioner of Finance (win)
- 2021 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Michelle Ladouceur for St. Lawrence County Surrogate's Court (win)
- 2022 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Teneka Frost for NYS Supreme Court, 4th district
 - Michelle Ladouceur for St. Lawrence County Surrogate's Court (win)
 - Michael Phillips for Saratoga County District Attorney
 - Message/Direct Mail
 - Sharon Graff for NYS Supreme Court, 3rd district (win)
 - Andy McAdoo for Assembly
 - John McDonald for Assembly (win)
 - Michelle Ostrelich for State Senate
- 2023 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:
 - Brian Herman for Columbia County Court Judge
 - Gordon Boyd for Saratoga County Supervisor
- 2023 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Digital/Video Production for:
 - Aimee Richter for Saugerties Town Justice
 - Brian Herman for Columbia County Court Judge
 - Dan Lynch for State Supreme Court
 - Jaime Puccioni for Niskayuna Town Supervisor
 - Marc Dorsey for Bethlehem Town Highway Superintendent
 - Message/Direct Mail
 - Guilderland Democratic Ticket
 - Kinderhook Democratic Ticket
- 2024 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:
 - Lee Kindlon for Albany County District Attorney
 - Deborah Kearns for Albany County Surrogate's Court Judge
 - Jaime Czajka for Albany County Family Court Judge
 - Kent Sopris for NYS Assembly, 107th AD
 - Dustin Reidy for NYS Assembly, 109th AD
- 2024 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:

- Lee Kindlon for Albany County District Attorney
- Deborah Kearns for Albany County Surrogate's Court Judge
- Jaime Czajka for Albany County Family Court Judge
- 2024 School and Library Board Campaigns
 - Campaign consulting/Message/Direct Mail for:
 - Gail Sacco for Bethlehem Library Board
 - Nina Kaplan for Guilderland School Board

Present Not for Profit/Political Involvement

- **Co-Founder, CapitalWomen**, the Capital Region's women's political action committee
- **Board Member**, Menands Public Library

Additional Trainings

Library Funding and District Options and *How Libraries in NYS Can Reach Out to the Communities* for the New York State Division of Library Development throughout 2008 and 2009. Trainings provided for:

- Brewster Public Library
- Byron-Bergen Public Library
- Canton Public Library
- Long Lake Library
- Margaret Reaney Library
- Mid-Hudson Library System
- Mohawk Valley Library System
- Monroe County Library System
- Onondaga County Public Library
- Port Chester Library
- Ramapo Catskill Library System
- Schenectady County Public Library
- Sharon Springs Library
- Skaneateles Library
- Southern Tier Library System
- Upper Hudson Library System
- Westchester Library System

Library Campaign Training Institute (4-part workshop covering how to executive a successful campaign)

- Mid-Hudson Library System, 2005-06
- New York Library Association, 2009
- Pioneer Library System, 2013
- Ramapo Catskill Library System, 2011

Building Your Base and Campaign Planning (Combined)

- Middleburgh Library, 2014
- Mid-York Library System, 2014
- New York Library Association, 2013 and 2014
- Ramapo Catskill Library System, 2014
- Southern Adirondack Library System, 2012, 2013
- Upper Hudson Library System 2009

Library Advocacy

- Association of Connecticut Library Boards, 2015
- Connecticut Library Association, 2015
- Connecticut State Library, 2015
- Irondequoit Public Library, 2010
- Friends of the Irondequoit Public Library, 2010
- Mid-York Library System, 2015
- New York Library Association, 2011, 2015 (2015 geared toward staff)
- Tompkins County Public Library, 2014 (geared toward staff)
- University at Albany IIST 614, 2015 (geared towards library staff)

Positioning Your Library As An Essential Service

- Connecticut State Library, 2015
- Bethlehem Public Library, 2009
- Finger Lakes Library System, 2010
- North Country Library System, 2009
- NIOGA Library System, 2010
- Nassau Library System, 2009
- New York Library Association 2009, 2010, 2011
- Ramapo-Catskill Library System, 2009
- Southern Adirondack Library System, 2012
- Westchester Library System, 2010

Public Library Districts and Funding Options

- Broome County Public Library and 4-County Library System, 2015
- Canajoharie Library, 2011
- Chautauqua-Cattaraugus Library System, 2014, 2015
- Cohoes Public Library, 2014
- Easton Library, 2012
- Frank Basloe Library, 2011
- Fulton Public Library, 2014
- Greenwich Library, 2012
- Irondequoit Public Library, 2011
- James Prendergast Library, 2015
- Jervis Public Library, 2011
- Middleburgh Library, 2014
- Middleport Library, 2010
- Mid-York Library System, 2011
- Mohawk Valley Library System, 2011
- New York Library Association, 2011
- NIOGA Library System, 2011
- Pember Library and Museum, 2012
- Pioneer Library System, 2011
- Putnam Valley Library, 2010
- Schuylerville Public Library, 2011
- Seymour Library, 2013

- Stillwater Public Library, 2012
- Stoney Creek-Lake Luzerne Library, 2012
- Tompkins County Public Library, 2014
- Wilson Community Library, 2014

So What's Customer Service Have To Do With It?

- Fairport Public Library, 2009
- Guilderland Public Library, 2012
- Nassau County Library System, 2010
- NIOGA Library System, 2009

Academic Law Library Advocacy Training Program (4 part webinar series developed for New England Law Library Consortium)

- Law Library Branding
- Law Library Advocacy
- Law Library—Making Your Case
- Law Library—PowerMapping

On-Going Training for the Connecticut State Library

Additional Published Articles

- *The Question of Family: Lesbians and Gay Men Reflecting a Redefined Society*, Fordham Urban Law Journal, Volume 19, 1991
- *Preparing for a Referendum Campaign*, New York Library Association Newsletter, Winter 2007
- *Planning Your Library Vote*, Journal of Library and Administration Management, New York Library Association, Vol. 6, No. 1, Fall 2009-10
- *Planning Your Vote*, United for Libraries Newsletter, Winter 2015
- *Planning Your Library Vote*, Library Journal, August 21, 2015
- *Making Branding Work for Advocacy*, Library Hotline, Oct. 19, 2015, Vol. 44, No. 41
- *Getting Friends to Advocate and Sell Books*, Library Hotline, September 2016
- *Making Your Library An Asset for Your Local Elected Officials*, Library Hotline, October 2016
- *Building an Advocacy Team Before You Need It*, Library Hotline, January 2017
- *Crisis Communications for Public School Districts*, Association of School Business Officials of NY publication, Spring 2019

Academic and Community Recognition

- Bideawee Recognition of Service Award, June 2024
- Lifepath Third Age Award, May 2022
- Albany County Democratic Committee Women of Distinction/Unsung Heroes Polly Noonan Award, September 2019
- Center for Women in Government Advocacy Award for Establishing CapitalWomen, May 2018
- Schenectady YWCA Woman of Achievement Award, March 2018
- Distinguished Alumni in Political Science, Rockefeller College of the University at Albany, May 2015
- Honored by the Empire State Pride Agenda as one of the organization's founders, November 2015
- Harvey Milk Alumni Award from the University at Albany, May 2013
- 2012 Media Person of the Year by the Women's Press Club of New York State
- Community Service Award from the University at Albany Alumni Association, June 2005

- Council Leadership/Lifetime Achievement Award from the Capital District Gay and Lesbian Community Council, October 2004. In addition to this honor, the Council Leadership Award was named in her honor.
- 100 Women of Excellence by the Albany-Colonie Chamber of Commerce, 2000
- Albany-Colonie Chamber of Commerce Small Business Council Community Service Award, 2004
- Council Leadership Award from the Capital District Gay and Lesbian Community Council, Inc., 1997
- 1995 Jim Perry Progressive Leadership Award from Capital District Citizen Action
- 1994 Making Waves Award from the Albany Area N.O.W
- Citation from Governor Mario M. Cuomo for her work on behalf of New York's LGBT community, June, 1993
- 1992 National Association of Social Workers Public Citizen of the Year award
- 1989 Tribute to Women Award from the YWCA.

Communication Services works with a cadre of freelance professionals for the following services:

- Jennifer Andreadakis for graphic design—Jennifer has been the primary graphic designer for Communication Services for the past ten years. She owns Dakis Designs.
 - (518) 424-0298, jenn@dakisdesignstudio.com
- Tess Diefendorf for web design—Tess began her relationship with Communication Services as an intern in 2015. She is now our web designer who has brought her talent to a variety of organizations across the country.
 - 518-928-0433, tess.diefendorf@gmail.com
- Sonja Stark for video design and production—She owns Pilot Girl Productions. Sonja is a well-known Capital District videographer and Communication Services has been working with her for close to a decade.
 - (518) 256-0967, pilot@pilotgirlproductions.com

SUMMARY OF EXPERIENCE

Communication Services provides public affairs, strategic communications, public relations, crisis communications, branding/marketing, graphic and web design, social media and digital management and printing (union and non-union) to its clients and works with professional colleagues on video and audio production.

Communication Services' understanding of the state political process and lobbying has served its clients well. Crafting effective communications plans and messaging for public affairs campaigns and working closely with clients to pursue their communications goals is one of our strongest skills.

The firm also has experience in media buying across all platforms—social media, TV, radio and outdoor advertising. For example, Communication Services successfully ran The Campaign to Immunize All New Yorkers (www.immunize.org) for the County Health Officials of New York State which has reached New Yorkers across the state through a combination of social media, print materials, radio and outdoor advertising. We were also able to garner press coverage for the campaign and the subject of immunizations through op eds that were placed around the state.

Our work with other advocacy causes or organizations spans the gamut. For the past 19 years, we have worked very closely with the state's public libraries to convince their local taxpayers to raise their own taxes to support their library. We have an 84% win rate and have perfected a set of messages and materials that have won over and over. Our work has been recognized by the New York Library Association and our president served on the American Library Association's Committee on Library Advocacy and the board of United for Libraries, the national library Trustees, Friends and Foundation advocacy group.

Communication Services conceived and executed the 1 in 38 Campaign for the New York State Society of Plastic Surgeons which brought the issue of congenital anomalies to the forefront (<https://1in38.org/>) creating the campaign's branding and effective messaging to position the issue for continued advocacy.

Through our contacts with the Legislative Correspondents Association and statewide media, we were able to place stories about the campaign in various media outlets. For a legislative campaign, our goal is to get our clients onto the shows and media outlets that legislators watch or listen to such as Susan Arbetter's *Capital Tonight* and on *The Empire State Report*.

Our relationship with the media spans over forty years and our president, Libby Post, is a trusted source of information for the press.

Post has extensive experience and expertise in electoral campaigns and has provided winning strategy, messaging, direct mail, social media and digital, and video production for a number of local races including

- Dan Lynch for State Supreme Court—campaign management and branding, literature, social media and digital ad management, video production and placement
- Jaime Czajka for Albany County Family Court—campaign management and branding, literature, direct mail, social media and digital ad management, video production and placement
- Deb Zamer for Albany Common Council—campaign management and branding, literature, direct mail, social media
- Dillon Moran for Saratoga Springs Commissioner of Accounts— campaign management and branding, literature, direct mail, social media
- John McDonald for Assembly—direct mail, video production and placement
- Daniel McCoy for Albany County Executive—direct mail
- Holly Trexler for Albany City Court—campaign messaging and management, social media, video production for TV and social media, direct mail
- Vicky Plotsky for Albany County Legislature—direct mail
- Maureen Cunningham for Bethlehem Town Board—direct mail

SELECTED CLIENTS SINCE 2013

Albany Newspaper Guild
Albany Public Library Foundation
American Association for the Prevention of Cruelty to Animals
Amsterdam Free Library
Appleton Public Library, WI
Arkansas State Library
Barker Free Library
BBL Hospitality
Brookfield Public Library, CT
Buffalo and Erie County Public Library
City of Albany
Clarkston Independence District Library, MI
Congregation Ohav Shalom
Connecticut Library Association
Connecticut State Library
County Health Official of New York State
Crandall Public Library
Cruelty Free International
DocuPet
Dunkirk Public Library
Fairport Public Library
Gold Coast Public Library
Greenfield Public Library, MA
Guilderland Public Library
Holly Trexler for Albany City Court
Hudson Area Library
Humane Society of the United States
Johnstown Public Library
Lisa Fisher for Supreme Court

Mackey for Supreme Court
Maureen Cunningham for Bethlehem Town Board
Mount Vernon Public Library
New York State Animal Protection Federation
New York State Animal Protection Federation Education Fund
New York State Society of Plastic Surgeons
OnSite Vision Plans
Prendergast Library
Progressive Elections
Ripley Public Library
Salem-South Lyon District Library, MI
Saratoga Harness Horsepersons Association
Scarsdale Public Library
Skaneateles Library
Stockton Public Library, CA
Sue Kushner for Albany County Family Court
The Campaign for New York's Well-Being
Tilton Public Library
Vicky Plotsky for Albany County Legislature
Victor Farmington Library
Winona Public Library, MN

SECTION III: REFERENCES

Hon. Kathy Sheehan
Mayor, City of Albany
518-441-6122
ksheehan@albanyny.gov

Hon. John McDonald
NYS Assemblymember
518-365-2569
mcdonaldj@nyassembly.gov

Gary Rogers, Former President
New York State Animal Protection Federation
Board Member, NYSAPF Education Fund
President, Nassau County SPCA
Cell: (516) 647-0026
grogers@ncspca.us



January 24, 2025

Lee Kindlon
Albany County Distirict Attorney
6 Lodge St.
Albany NY 12207

Dear Lee:

Communication Services and its President/CEO, Libby Post, are uniquely qualified to provide strategic communication and marketing services to the Albany County District Attorney's office.

I've worked with Libby since 2010 when she provided invaluable communications strategies for my first Assembly campaign. Since then, she has been a trusted adviser on various legislative issues including animal crimes and women's health.

As a lobbyist, Libby has built strong relationships with members of both houses and both sides of the aisle and would be a strong voice for the Albany County DA's office in that venue when needed.

Over the 40 years Communication Services has been in business in the Capital Region, Libby has developed long-term and trusting relationships with the local media. She is the go-to person on various issues and has extensive experience developing clear and concise messaging that can be turned into press releases, editorial pieces and multi-media products.

She is well versed in the needs of a busy communications office and is adept at melding together those needs with that of a busy principal, such as the District Attorney. From developing communications plans to writing press packets and speeches to producing social, digital and multimedia products, Libby and her firm have the skills and experience needed to aid the Albany County District Attorney's office.

Libby is a team player and knows how to play well in the Albany County sandbox with its multitude of elected officials, law enforcement and community organizations. Her connections within those communities will serve the Albany County District Attorney's office well. She also understands her role as a consultant to organizations such as the DA's office and will work collaboratively with staff.

I highly recommend Libby and her firm, Communication Services, to provide communication and marketing services to the District Attorney's office.

Sincerely,

Member of Assembly
John T. McDonald III, RPh



**CITY OF ALBANY
OFFICE OF THE MAYOR**

24 EAGLE STREET
ALBANY, NEW YORK 12207
WWW.ALBANYNY.GOV

KATHY SHEEHAN
MAYOR

January 24, 2025

Hon. Lee Kindlon
Albany County District Attorney
6 Lodge St.
Albany, NY 12207

Dear District Attorney Kindlon:

Thank you for the opportunity to write a letter of recommendation for Communication Services and its President/CEO Libby Post for the Albany County District Attorney's RFP for Communication and Marketing Services.

Communication Services has been working with my office directly since 2022 when Post and her firm began providing communication and marketing services to the City. Under her leadership, Communication Services has provided the city with the following:

- Crisis communications counsel and execution
- Creating and organizing statewide and regional media opportunities for my office such as appearing on SpectrumNews' CapitalTonight and WAMC's The Roundtable
- Writing and editing of press releases, press statements and presentations
- Organizing events such as State of the City events
- Graphic design, photography and video services as needed

Post is in regular contact with my office and has helped to handle delicate media issues such as the removal of the Schuyler Statue from in front of City Hall to New York City's transport of undocumented individuals to the City to the post-October 7th shooting at Albany's Temple Israel. Post helps us shape our strategy and messaging on a plethora of City issues. Working with local media for over 40 years, Post has a reputation for being straightforward and honest. This has served the City well.

Perhaps most paramount is her availability. No matter what time of day, Post has always been available to consult, write and/or edit press releases and statements. She has the gift of writing quickly and succinctly. Her skills have been an invaluable addition.

I wholeheartedly recommend Post and her firm, Communication Services, for the Albany County District Attorney's RFP for Communication and Marketing Services. Her skills, savvy and success will serve the office well.

Sincerely,

Kathy M. Sheehan
Mayor, City of Albany

SECTION IV: PLAN IMPLEMENTATION

Communication Services is uniquely qualified to provide the Albany County District Attorney's Office with the scope of services as outlined in the RFP.

As detailed above, the firm and its President/CEO Libby Post has 40 years of experience providing strategic communications, crisis communications and marketing services to its clients. What distinguishes Communication Services from other firms is Post's ability to meld her skills together to serve her clients. With a master's degree in political communications and as an Adjunct Professor at the Rockefeller College of Public Affairs and Policy at the University of Albany, Post has honed her writing, project/campaign management, marketing and public relations skills to meet the varied needs of her clients.

The scope of services outlined in the RFP fits perfectly with her skills. She knows how to work with diverse groups of people to build consensus on message development and execution. She can write press releases, press advisories, opinion pieces, video scripts and other materials to further the communications goals of the DA's office. She has considerable experience writing communications plans that include both traditional media, social media, digital outreach, print materials and video production, all which would reflect the messaging of the office. She also has built the relationships and reputation needed to communicate effectively with stakeholders, local and state elected officials, regulatory agencies and policy making boards.

Post's teaching experience at the University has given her the skills to prepare staff to effectively communicate to their various publics on a plethora of issues.

SECTION V: COST OF SERVICES

It is our hope that you find this proposal to your satisfaction and that the Albany County District Attorney becomes a member of our family of retained clients.

As a retained client, all fees associated with message development, conceptual design and copy writing of all materials, public affairs and public relations work including writing press releases, editing materials written by city staff, working with the DA's staff on initiatives, project management, media training, meetings and phone calls would be covered under the retainer. No matter how many hours we spend on these activities, your retainer would not increase without prior consent from you.

The proposed retainer would be \$3,750 per month.

Not covered under the retainer are:

- Graphic design at \$135/hour
- Photography—based on project
- Video production—based on project
- Web design—based on project
- App design—based on project
- Printing—based on project
- Mailing—based on project
- Postage—based on project
- Reimbursable travel expenses (mileage, food, accommodations)

Before proceeding with any costs above and beyond the retainer, Communication Services will provide the DA's office with written estimates that will be approved before moving forward.

FIRM CERTIFICATIONS

Communication Services is a state-certified women's business enterprise. In addition to being a woman-owned business, Communication Services is also a LGBTQ-owned business.

We do hold all the necessary insurances:

- General business liability
- Workers Compensation
- Vehicle insurance
- Health insurance

FIRM INFORMATION

Three Sisters Ink, LTD D/B/A Communication Services
PO Box 1115
Albany, NY 12201

Offices located at 150 State St., 4th Fl., Albany, NY 12207

Cell: 518-857-6788

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services

RFP Number: 2025-016

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

1/24/25

Number

RFP# 2025-016

(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:

Libby Post, President/CEO

PO Box 1115 Albany NY 12201

lpost@commservices.net

Phone: 518-857-6788
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: Communications and Marketing Services

RFP Number: 2025-016

Submit a cost proposal as per Section 4 Scope of Services.

COMPANY:

Communication Services

ADDRESS:

PO Box 1115

CITY, STATE, ZIP:

Albany NY 12201

TEL. NO.:

518-857-6788

FAX NO.:

FEDERAL TAX ID NO.:

14-1668218

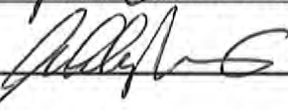
REPRESENTATIVE:

Libby Post

E-MAIL:

lpost@commervices.net

SIGNATURE AND TITLE

 President/CEO

DATE

1/24/25

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

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

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

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

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

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

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

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


Signature

President/CEO
Title

Communication Services
Company Name

1/24/25
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Albany) SS.:

On this 24th day of January, 2025, before me personally appeared Libby Post to me known, who, being by me sworn, did say that he resides at (give address) 97 Woodslane, Menands NY 12204; that he is the (give title) President/CEO of the (name of corporation) Three Sisters Ink LTD D/B/A Communication 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.

025462617, Darius Shahinfar

Notary Public, State of New York

Qualified in County of Albany

Commission Expires 5/14/28

If Partnership:

STATE OF NY)
COUNTY OF Albany) 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 <i>Three Sisters Ink, Ltd</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-1668218</i> b) DUNS # <i>199758467</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: <i>Communication Services</i>		5. WEBSITE ADDRESS (if applicable) <i>www.commservices.net</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>150 State St, HBF1 Albany NY 12207</i>		7. TELEPHONE NUMBER <i>518-857-6788</i>	8. FAX NUMBER <i>_____</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name <i>Libby Post</i> Title <i>President/CEO</i> Telephone Number <i>518-857-6788</i> Fax Number <i>N/A</i> e-mail <i>lpost@commservices.net</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Libby Post</i>	TITLE <i>President/CEO</i>	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☒ Yes ☐ No	
a) An elected or appointed public official or officer? 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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

MESSAGE > STRATEGY > RESULTS

COMMUNICATION SERVICES

SINCE 1984

RESPONSE TO REQUEST FOR PROPOSAL FOR COMMUNICATIONS AND MARKETING SERVICES FOR THE OFFICE OF



ALBANY COUNTY
DISTRICT ATTORNEY
LEE KINDLON

In response to question 15-A:

Libby Post, President and CEO of Communication Services, has served as a board member of the Menands Public Library since June 2023.

**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

Signature of Owner [Signature]

Address

Printed Name of Signatory LITBY POST

City, State, Zip

Title President/CEO

Sworn before me this 24th day of January, 2025;
[Signature]
Notary Public
025462617

Darius Shahinfar

Printed Name

[Signature]

Signature

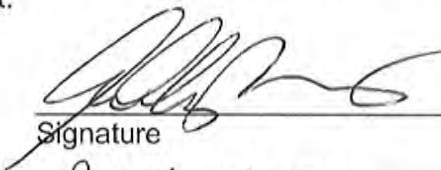
1/24/25

Date

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

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

1/24/25
Date



Signature
President/CEO

Title
Communication Services

Company Name

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DISTRICT ATTORNEY



RFP#2024-016

COMMUNICATIONS AND MARKETING SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Communications and Marketing Services
RFP NUMBER: 2025-016

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2025-016

Communications and Marketing Services

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 #2025-016

Sealed Proposals for **Communications and Marketing Services** as requested by Albany County District Attorney will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, January 31, 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 January 16, 2025.

Pamela O Neill
Purchasing Agent

Dated: ***January 13 2025***
Albany, New York

PUBLISH ONE DAY – **JANUARY 16, 2025** -- THE EVANGELIST
PUBLISH ONE DAY – **JANUARY 16, 2025** -- THE TIMES UNION

**COUNTY OF ALBANY
REQUEST FOR PROPOSALS
FOR THE PROVISION OF COMMUNICATIONS AND MARKETING SERVICES
ALBANY COUNTY DISTRICT ATTORNEY'S OFFICE
RFP #2025-016**

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals from qualified individuals or firms to provide Communications and Marketing services on an as-needed and non-exclusive basis as requested by needed by the Albany County District Attorney's Office.
- 1.2 The selected proposer will assist the District Attorney's Office in the development and implementation of internal and external communications plans on an as-needed and non-exclusive basis.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday January 31, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany County also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County District Attorney's Office.
- 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 communications and marketing services for offices, agencies and municipal entities within the County of Albany and the greater Capital Region.
- 3.5 Provide at least two (2) references from similar communications and marketing operations conducted within the greater Capital Region 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 Proposer(s) may be required to perform the following scope of services on an as-needed and non-exclusive basis, and in the manner(s) herein described:

A. Communications services, generally.

1. The selected Proposer(s) shall provide the Albany County District Attorney’s Office with assistance in the the development and implementation of external and internal communications plans on a non-exclusive and as-needed basis.

2. Responsible for coordinating overall external communications, including, but not limited to, the following, in print and/or video as needed:

- i. Coordinate with the District Attorney’s Office and staff directly for media interview opportunities as necessary.
- ii. Proactively seek out appropriate communications partnerships.
- iii. Create press releases as directed by the District Attorney’s Office. All releases should be disseminated to key targeted media as designated by the content of the release. The emphasis will be on enhancing the District Attorney’s Office’s reputation. All releases must be approved by the District Attorney and/or their designee.
- iv. Additoinal deliverables shall include, but shall not be limited to, the development of communications plans, multimedia content, and content packets for individuals, groups, and stakeholders in the community.

B. Communicate the interests of the District Attorney’s Office’s to state and local lawmakers, regulatory agencies and policy making boards.

C. Work with employees of the District Attorney’s Office to prepare them to effectively communicate the office’s position on certain matters, cases, events and issues.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for a period of one year and shall commence on the date of the fully executed contract.

5.2 At the end of the initial one-year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

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 **District Attorney’s Office**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Experience of proposer	60%
Creativity of proposal	25%
Cost of proposal	15%

8.3 Proposals will be examined and evaluated by the **Albany County District Attorney’s Office** 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: ALTERNATIVES

- 9.1 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 10: INDEMNIFICATION

- 10.1 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 11: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

- 11.2 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.
- 11.3 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 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1 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.
- 12.2 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.

- 12.3 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 13: PROPOSAL SECURITY

- 13.1 No proposal security is requested for this Proposal.

SECTION 14: INSURANCE AND SECURITY REQUIREMENTS

- 14.1 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.

- 14.2 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.

14.3 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 15: REMEDY FOR BREACH

15.1 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 16: FREEDOM OF INFORMATION LAW

16.1 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 17: MACBRIDE PRINCIPLES

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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 18: ANTIDISCRIMINATION CLAUSE

- 18.1 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 19: INTERPRETATION

- 19.1 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 20: NON APPROPRIATIONS CLAUSE

- 20.1 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 21 EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 21.1 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.
- 21.2 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.
- 21.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 21.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 21.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 21.6 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 22: IRANIAN ENERGY SECTOR DIVESTMENT

22.1 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.

22.2 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.

22.3 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.

22.4 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.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services
RFP Number: 2025-016

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

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

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

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

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

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services

RFP Number: 2025-016

Submit a cost proposal as per Section 4 Scope of Services.

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT “C” ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

Albany County Request for Contract Approval

Contract #	2025-2761
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A1165 - District Attorney
Date Submitted	Wednesday, February 5, 2025
Contact Person	Kindlon, Lee
Contact Phone	
Vendor Info	Communications Services PO Box 1115, Albany, NY 12201
Estimated Amount	\$45,000.00
Estimated Term	2/5/2025 to 2/6/2026
Scope of Services	External Communications for the District Attorney's Office.
Budget Line Item	AA1165 - 44046 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



LEE C. KINDLON
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
518-487-5460
518-487-5093 - FAX

JOSEPH J. MEANY
CHIEF ASSISTANT DISTRICT ATTORNEY

JESSICA BLAIN-LEWIS
DEPUTY CHIEF ASSISTANT DISTRICT ATTORNEY

To: Pam O Neill, Purchasing Agent

From: Lee C. Kindlon, District Attorney

Date: February 5, 2025

Re: RFP#2025-016 Provision of Communications and Market Services

After review and scoring of the proposals received for RFP#2025-016 for the Provision of Communications and Marketing Services at that Albany County District Attorney's Office, I recommend awarding the contract to Communications Services. This contract will commence immediately upon execution with a first-year cost not to exceed \$45,000 and a term of one year with renewal options consistent with the RFP.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Hon. Lee C. Kindlon
District Attorney

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 5, 2025

RE: RFP#2025-016 Communications and Marketing Services

I am in receipt of your recommendation to award the aforementioned to Communications Services in the amount not to exceed \$45,000.00.

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 Communications Services.

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



REQUEST FOR PROPOSAL
COST OF SERVICES
FOR
COMMUNICATIONS AND MARKETING SERVICES
FOR THE OFFICE OF



RFP NUMBER: 2025-016

It is our hope that you find this proposal to your satisfaction and that the Albany County District Attorney becomes a member of our family of retained clients.

As a retained client, all fees associated with message development, conceptual design and copy writing of all materials, public affairs and public relations work including writing press releases, editing materials written by city staff, working with the DA's staff on initiatives, project management, media training, meetings and phone calls would be covered under the retainer. No matter how many hours we spend on these activities, your retainer would not increase without prior consent from you.

The proposed retainer would be \$3,750 per month.

Not covered under the retainer are:

- Graphic design at \$135/hour
- Photography—based on project
- Video production—based on project
- Web design—based on project
- App design—based on project
- Printing—based on project
- Mailing—based on project
- Postage—based on project
- Reimbursable travel expenses (mileage, food, accommodations)

Before proceeding with any costs above and beyond the retainer, Communication Services will provide the DA's office with written estimates that will be approved before moving forward.

MESSAGE > STRATEGY > RESULTS

COMMUNICATION SERVICES

SINCE 1984

**RESPONSE TO
REQUEST FOR PROPOSAL
FOR
COMMUNICATIONS AND MARKETING SERVICES
FOR THE OFFICE OF**



**ALBANY COUNTY
DISTRICT ATTORNEY**

LEE KINDLON

RFP NUMBER: 2025-016

MESSAGE > STRATEGY > RESULTS

COMMUNICATION SERVICES

SINCE 1984

TO: LEE KINDLON, ALBANY COUNTY DISTRICT ATTORNEY
PAMELA O'NEILL, PURCHASING AGENT, ALBANY COUNTY

FROM: LIBBY POST, PRESIDENT/CEO
COMMUNICATION SERVICES 

RE: RFP FOR COMMUNICATIONS AND MARKETING SERVICES

DATE: JANUARY 28, 2025

I am writing to express my firm's interest in providing communications and public relations services, as outlined in your RFP, to the office of the Albany County District Attorney.

Communication Services has provided public affairs, strategic communications, public relations, marketing/branding, social media and related services for over 40 years. We have worked successfully with local governments, statewide organizations, public libraries across the country, nonprofit advocacy and service organizations, and small businesses.

Our decades of experience working in and around Albany gives Communication Services a singular perspective on the county, its various communities and the challenges as well as opportunities that lie ahead for the Office of the Albany County District Attorney.

As you will see from the responses to your RFP, Communication Services is uniquely suited to provide you with the communications and marketing services you need. We are a small firm with a great deal of experience and results in crafting and delivering messages through both traditional media and social media as well as through innovative marketing and strategic communications.

Our goal would be to work closely with staff and the District Attorney in order to craft compelling values-based messaging that moves people to understand what the DA's office does and ultimately to support it. I am confident that we can fulfill the DA's marketing and communications needs.



SECTION II: QUALIFICATIONS AND EXPERIENCE

Communication Services specializes in public affairs/public relations, strategic communications, advocacy/electoral campaigns and marketing/branding. Our approach is unique in that we bring 40 years of grassroots organizing and communications experience to our clients.

For the past ten years, we have built the New York State Animal Protection Federation from a small organization with just ten members across the state to a strong organization that is the go to on animal sheltering issues for policy makers, legislators and the media. The Federation now has over 140 members and, among its legislative accomplishments, is the Companion Animal Capital Fund, which to date has provided \$38 million to assist shelters with capital projects.

Communication Services has worked with a multitude of organizations, including public libraries across the country, by employing the following skills and tools:

- Writing and executing strategic communications plans
- Organizational expertise that translates to municipal entities and their concerns
- Consistent branding and messaging
- Strategic communications using state of the art approaches to online and social media communication as well as traditional public relations practices
- One on one outreach to stakeholders
- Relationship building and advocacy in local and state government
- Strategic communications planning and execution to build an effective voice that is heard and listened to
- Building online outreach programs
- Writing for and working with the media for strategic placement of stories and messaging
- Creating new initiatives that engage constituencies through emotional and values-based branding to garner support

Communication Services and its president, Libby Post, have a long history of strengthening organizations through a combination of nonprofit, advocacy, lobbying, strategic communications and marketing expertise. We hope to bring our skills to bear for the Albany County District Attorney's office.

Libby Post will be the primary contact for this project. She holds a master's degree in political communications from the University at Albany and is an adjunct professor at UAlbany's Rockefeller College of Public Affairs and Policy. She is a well-known local voice on WAMC's The Roundtable and has spent her professional life in Albany building solid relationships with the local media.

Post will be responsible for project management and all copy writing. Project management includes, but is not limited to:

- Strategy development and management
- Message development
- Copy writing

- Social media management
- YouTube quality video production
- Website updating
- Media training workshops
- Writing for and dealing with the media
- Strategy sessions/meetings, phone calls and email communication

Post will be available for this project as she is to all of her clients—throughout the business day which starts around 7 a.m. and ends around 9 p.m. and spans the weekend as well when needed. Post is adept at handling multiple priorities and maximizing efficiency to provide her clients with the best services possible.

Libby Post, M.A.

97 Woods Lane, Menands, NY 12204

lpost@commservices.net

518/857-6788

EDUCATION:

University at Albany, Albany, New York

Master of Arts in Political Communications, 1984

Revson Fellowship, Center for Women in Government, University at Albany, Albany, New York

Spring Semester 1984

University at Albany, Albany, New York

B.A., Political Science (major), Journalism (minor)

TEACHING EXPERIENCE:

Adjunct Professor, Rockefeller College of Public Affairs and Policy, University at Albany

RPAD 560, Making Policy Understandable, Spring 2018, Spring 2021, Fall 2023

RPAD/RPOS 588, The Science and Art of Political Campaigns, Spring 2020, Fall 2022, Fall 2024

Adjunct Professor, Department of Communications, University at Albany

COM415, Persuasion and Public Relations, Spring 2016 and Fall 2016

COM382, Introduction to Political Communications, Spring 2017

Appointed to the Rockefeller College Advisory Board, Fall 2024

PROFESSIONAL EXPERIENCE:

Press Secretary, Office of New York State Assemblywoman May Newburger, 1984 and 1985 Legislative Sessions

- Wrote press releases and background materials
- Managed media relations on a host of women's issues including building relationships with the Legislative Correspondents Association at the Capitol

Media Director, Family Planning Advocates of New York State, 1985-86

- Managed outreach to Planned Parenthoods across New York as well as partner organizations for the Campaign to End Unintended Pregnancies.
- Developed messaging, wrote materials, created print pieces

Executive Director, New York State Animal Protection Federation and New York State Animal Protection Federation Education Fund, November 2013-present

- Serve as the statewide political/advocacy voice of New York's humane societies, SPCAs, non-profit and municipal animal shelters.
- Work with shelters across New York on their programs and policies and provide professional development opportunities
- Successfully shepherded the following public policy successes. Among them are:
 - Establishment of the Companion Animal Capital Fund
 - Passage of the Puppy Mill Pipeline Bill

- Passage of the Companion Animal Care Standards Act for Shelters and Rescues
- Passage of a bill that bans discrimination based on breed in homeowners' insurance
- Passage of a bill to mandate veterinarians report animal cruelty
- Passage of several peace office residency requirement bills
- Passage of a bill to ban the leasing of pets in New York State
- Passage of the Shelter/Rescue Registration Act
- Built brand and marketing program to increase membership
- Through the Education Fund, established
 - Shelter Consulting Services to help shelters with new building projects and creating more effective sheltering operations
 - Companion Animal Care Standards Act for Shelters and Rescues Consulting Program
 - Raised \$481,000 in grant funding to provide on-site consulting to shelters and rescues across New York State to assist them in making the necessary changes and upgrades needed to meet the new standards when they take effect on December 15, 2025.

President/CEO, Communication Services, a boutique strategic communications and marketing firm has worked extensively in the public library, health care, not-for-profit, advocacy and electoral fields. 1984-Present

- Managed staff of designers, writers, photographers to brand and market client base of not-for-profits, political candidates, advocacy organizations and public libraries
- Established a successful national Library Advocacy Practice working with over 60 public libraries in New York State on rebranding and then shepherding various voter initiatives on redistricting, budgets or funding votes.
 - Developed messaging, wrote and produced materials including print, websites and social media
 - Success rate is 84%.
 - Contacted as a trainer by United for Libraries, the national Friends, Trustees and Foundations organization, to train public libraries in advocacy and to help them develop a winning strategy. During 2013 and 2014,
 - Worked with the Salem-South Lyon Public Library and the Clarkson-Independence Public Library both in Michigan, the Aurora Public Library in Minnesota, the Stockton Public Library in California and the Public Library of New London in Connecticut. Both Salem-South Lyon and Clarkson-Independence were successful in their millage votes (tax levy) and New London secured a 20% increase in their municipal-based funding.
 - Trainings: ***Building Your Library's Base*** and ***Campaign Planning***
 - Contracted as a strategic and trainer with the Connecticut State Library and the Connecticut Library Association to develop a statewide advocacy program which includes extensive training and strategy development.
 - Contracted by the Appleton Public Library in Appleton, WI to provide extensive advocacy training and strategy development for planned building program (January 2016)
 - Contracted by the Arkansas State Library to present four-part ***Library Campaign Planning Institute*** (April 2016)
 - Certified trainer for the Public Library Association's ***Turning the Page*** program—a six-week, online advocacy course geared to libraries who get their funding directly from their local municipality.
- Established Progressive Public Affairs and Government Relations as a division of Communication Services to market these services to statewide organizations that needs policy campaigns and/or lobbying services

- Contracted with the County Health Officials of New York to brand and develop *The Campaign to ImmuNYze All New Yorkers*.
 - Coordinated the work of freelance graphic designer and organization's web designer
 - Developed a multi-media campaign geared to increasing immunization rates in children and adults. This campaign includes:
 - Social media
 - Print materials
 - Media relations
 - Website
 - Radio buys
 - Video branding
 - Partnership development

Managing Partner, Progressive Elections, political consultancy, started Spring 2018

- Campaign Management, Message Development and Direct Mail, Social Media, Field
- 2018
 - Campaign Management and Message/Direct Mail/Social Media for:
 - Bryan Clenahan, Guilderland Town Judge (win)
 - Direct Mail
 - Dan Coffey, Bethlehem Town Board (win)
 - Video production
 - Kathy Hochul, Lt. Governor
- 2019 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Amy Joyce for Albany Family Court (win)
 - Campaign Management, Message/Social Media, Video Production for:
 - Andra Ackerman for Albany County Court (win)
 - Message/Direct Mail/Social Media
 - Darius Shahinfar for Albany County Comptroller
 - Bill Kelly for Albany City Court Judge (win)
 - Steve Napier for Cohoes Mayor
 - Lisa Weber for Niskayuna Town Supervisor
 - Brian Marsh for Menands Village Board (win)
 - Joanne Cunningham for Albany County Legislature (win)
- 2019 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - State Supreme Court Justice Michael C. Lynch (re-election for 3rd Judicial District) (win)
 - Judge Claudette Newman for State Supreme Court (elections for 6th Judicial District)
 - Marc Dorsey for Bethlehem Highway Superintendent (win)
 - Jean Lapper for Warren County Supervisor
- 2020 Primary Campaign
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - John McDonald for State Assembly (win)
- 2021 Primary Campaign
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Deb Zamer for 14th Ward Common Councilmember (win)
- 2021 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:

- Dillon Moran for Saratoga Springs Commissioner of Accounts (win)
 - Marc Dorsey for Bethlehem Highway Superintendent (win)
 - Bob Poitras for Rensselaer County Legislature
 - Jennifer Massey for Rensselaer County Legislature
- Message/Direct Mail
 - Kathy Sheehan for Albany Mayor (win)
 - Gwen Wright for Rensselaer County Executive
 - Niskayuna Town Supervisor and Town Board slate (win)
 - Coeymans Town Supervisor and Town Board slate
 - Kinderhook Town Supervisor and Town Board slate
 - Kelly Mateja for Colonie Town Supervisor
 - Minita Sanghvi for Saratoga Springs Commissioner of Finance (win)
- 2021 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Michelle Ladouceur for St. Lawrence County Surrogate's Court (win)
- 2022 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media, Video Production for:
 - Teneka Frost for NYS Supreme Court, 4th district
 - Michelle Ladouceur for St. Lawrence County Surrogate's Court (win)
 - Michael Phillips for Saratoga County District Attorney
 - Message/Direct Mail
 - Sharon Graff for NYS Supreme Court, 3rd district (win)
 - Andy McAdoo for Assembly
 - John McDonald for Assembly (win)
 - Michelle Ostrelich for State Senate
- 2023 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:
 - Brian Herman for Columbia County Court Judge
 - Gordon Boyd for Saratoga County Supervisor
- 2023 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Digital/Video Production for:
 - Aimee Richter for Saugerties Town Justice
 - Brian Herman for Columbia County Court Judge
 - Dan Lynch for State Supreme Court
 - Jaime Puccioni for Niskayuna Town Supervisor
 - Marc Dorsey for Bethlehem Town Highway Superintendent
 - Message/Direct Mail
 - Guilderland Democratic Ticket
 - Kinderhook Democratic Ticket
- 2024 Primary Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:
 - Lee Kindlon for Albany County District Attorney
 - Deborah Kearns for Albany County Surrogate's Court Judge
 - Jaime Czajka for Albany County Family Court Judge
 - Kent Sopris for NYS Assembly, 107th AD
 - Dustin Reidy for NYS Assembly, 109th AD
- 2024 General Campaigns
 - Campaign Management, Message/Direct Mail/Social Media/Video Production for:

- Lee Kindlon for Albany County District Attorney
- Deborah Kearns for Albany County Surrogate's Court Judge
- Jaime Czajka for Albany County Family Court Judge
- 2024 School and Library Board Campaigns
 - Campaign consulting/Message/Direct Mail for:
 - Gail Sacco for Bethlehem Library Board
 - Nina Kaplan for Guilderland School Board

Present Not for Profit/Political Involvement

- **Co-Founder, CapitalWomen**, the Capital Region's women's political action committee
- **Board Member**, Menands Public Library

Additional Trainings

Library Funding and District Options and *How Libraries in NYS Can Reach Out to the Communities* for the New York State Division of Library Development throughout 2008 and 2009. Trainings provided for:

- Brewster Public Library
- Byron-Bergen Public Library
- Canton Public Library
- Long Lake Library
- Margaret Reaney Library
- Mid-Hudson Library System
- Mohawk Valley Library System
- Monroe County Library System
- Onondaga County Public Library
- Port Chester Library
- Ramapo Catskill Library System
- Schenectady County Public Library
- Sharon Springs Library
- Skaneateles Library
- Southern Tier Library System
- Upper Hudson Library System
- Westchester Library System

Library Campaign Training Institute (4-part workshop covering how to executive a successful campaign)

- Mid-Hudson Library System, 2005-06
- New York Library Association, 2009
- Pioneer Library System, 2013
- Ramapo Catskill Library System, 2011

Building Your Base and Campaign Planning (Combined)

- Middleburgh Library, 2014
- Mid-York Library System, 2014
- New York Library Association, 2013 and 2014
- Ramapo Catskill Library System, 2014
- Southern Adirondack Library System, 2012, 2013
- Upper Hudson Library System 2009

Library Advocacy

- Association of Connecticut Library Boards, 2015
- Connecticut Library Association, 2015
- Connecticut State Library, 2015
- Irondequoit Public Library, 2010
- Friends of the Irondequoit Public Library, 2010
- Mid-York Library System, 2015
- New York Library Association, 2011, 2015 (2015 geared toward staff)
- Tompkins County Public Library, 2014 (geared toward staff)
- University at Albany IIST 614, 2015 (geared towards library staff)

Positioning Your Library As An Essential Service

- Connecticut State Library, 2015
- Bethlehem Public Library, 2009
- Finger Lakes Library System, 2010
- North Country Library System, 2009
- NIOGA Library System, 2010
- Nassau Library System, 2009
- New York Library Association 2009, 2010, 2011
- Ramapo-Catskill Library System, 2009
- Southern Adirondack Library System, 2012
- Westchester Library System, 2010

Public Library Districts and Funding Options

- Broome County Public Library and 4-County Library System, 2015
- Canajoharie Library, 2011
- Chautauqua-Cattaraugus Library System, 2014, 2015
- Cohoes Public Library, 2014
- Easton Library, 2012
- Frank Basloe Library, 2011
- Fulton Public Library, 2014
- Greenwich Library, 2012
- Irondequoit Public Library, 2011
- James Prendergast Library, 2015
- Jervis Public Library, 2011
- Middleburgh Library, 2014
- Middleport Library, 2010
- Mid-York Library System, 2011
- Mohawk Valley Library System, 2011
- New York Library Association, 2011
- NIOGA Library System, 2011
- Pember Library and Museum, 2012
- Pioneer Library System, 2011
- Putnam Valley Library, 2010
- Schuylerville Public Library, 2011
- Seymour Library, 2013

- Stillwater Public Library, 2012
- Stoney Creek-Lake Luzerne Library, 2012
- Tompkins County Public Library, 2014
- Wilson Community Library, 2014

So What's Customer Service Have To Do With It?

- Fairport Public Library, 2009
- Guilderland Public Library, 2012
- Nassau County Library System, 2010
- NIOGA Library System, 2009

Academic Law Library Advocacy Training Program (4 part webinar series developed for New England Law Library Consortium)

- Law Library Branding
- Law Library Advocacy
- Law Library—Making Your Case
- Law Library—PowerMapping

On-Going Training for the Connecticut State Library

Additional Published Articles

- *The Question of Family: Lesbians and Gay Men Reflecting a Redefined Society*, Fordham Urban Law Journal, Volume 19, 1991
- *Preparing for a Referendum Campaign*, New York Library Association Newsletter, Winter 2007
- *Planning Your Library Vote*, Journal of Library and Administration Management, New York Library Association, Vol. 6, No. 1, Fall 2009-10
- *Planning Your Vote*, United for Libraries Newsletter, Winter 2015
- *Planning Your Library Vote*, Library Journal, August 21, 2015
- *Making Branding Work for Advocacy*, Library Hotline, Oct. 19, 2015, Vol. 44, No. 41
- *Getting Friends to Advocate and Sell Books*, Library Hotline, September 2016
- *Making Your Library An Asset for Your Local Elected Officials*, Library Hotline, October 2016
- *Building an Advocacy Team Before You Need It*, Library Hotline, January 2017
- *Crisis Communications for Public School Districts*, Association of School Business Officials of NY publication, Spring 2019

Academic and Community Recognition

- Bideawee Recognition of Service Award, June 2024
- Lifepath Third Age Award, May 2022
- Albany County Democratic Committee Women of Distinction/Unsung Heroes Polly Noonan Award, September 2019
- Center for Women in Government Advocacy Award for Establishing CapitalWomen, May 2018
- Schenectady YWCA Woman of Achievement Award, March 2018
- Distinguished Alumni in Political Science, Rockefeller College of the University at Albany, May 2015
- Honored by the Empire State Pride Agenda as one of the organization's founders, November 2015
- Harvey Milk Alumni Award from the University at Albany, May 2013
- 2012 Media Person of the Year by the Women's Press Club of New York State
- Community Service Award from the University at Albany Alumni Association, June 2005

- Council Leadership/Lifetime Achievement Award from the Capital District Gay and Lesbian Community Council, October 2004. In addition to this honor, the Council Leadership Award was named in her honor.
- 100 Women of Excellence by the Albany-Colonie Chamber of Commerce, 2000
- Albany-Colonie Chamber of Commerce Small Business Council Community Service Award, 2004
- Council Leadership Award from the Capital District Gay and Lesbian Community Council, Inc., 1997
- 1995 Jim Perry Progressive Leadership Award from Capital District Citizen Action
- 1994 Making Waves Award from the Albany Area N.O.W
- Citation from Governor Mario M. Cuomo for her work on behalf of New York's LGBT community, June, 1993
- 1992 National Association of Social Workers Public Citizen of the Year award
- 1989 Tribute to Women Award from the YWCA.

Communication Services works with a cadre of freelance professionals for the following services:

- Jennifer Andreadakis for graphic design—Jennifer has been the primary graphic designer for Communication Services for the past ten years. She owns Dakis Designs.
 - (518) 424-0298, jenn@dakisdesignstudio.com
- Tess Diefendorf for web design—Tess began her relationship with Communication Services as an intern in 2015. She is now our web designer who has brought her talent to a variety of organizations across the country.
 - 518-928-0433, tess.diefendorf@gmail.com
- Sonja Stark for video design and production—She owns Pilot Girl Productions. Sonja is a well-known Capital District videographer and Communication Services has been working with her for close to a decade.
 - (518) 256-0967, pilot@pilotgirlproductions.com

SUMMARY OF EXPERIENCE

Communication Services provides public affairs, strategic communications, public relations, crisis communications, branding/marketing, graphic and web design, social media and digital management and printing (union and non-union) to its clients and works with professional colleagues on video and audio production.

Communication Services' understanding of the state political process and lobbying has served its clients well. Crafting effective communications plans and messaging for public affairs campaigns and working closely with clients to pursue their communications goals is one of our strongest skills.

The firm also has experience in media buying across all platforms—social media, TV, radio and outdoor advertising. For example, Communication Services successfully ran The Campaign to Immunize All New Yorkers (www.immunize.org) for the County Health Officials of New York State which has reached New Yorkers across the state through a combination of social media, print materials, radio and outdoor advertising. We were also able to garner press coverage for the campaign and the subject of immunizations through op eds that were placed around the state.

Our work with other advocacy causes or organizations spans the gamut. For the past 19 years, we have worked very closely with the state's public libraries to convince their local taxpayers to raise their own taxes to support their library. We have an 84% win rate and have perfected a set of messages and materials that have won over and over. Our work has been recognized by the New York Library Association and our president served on the American Library Association's Committee on Library Advocacy and the board of United for Libraries, the national library Trustees, Friends and Foundation advocacy group.

Communication Services conceived and executed the 1 in 38 Campaign for the New York State Society of Plastic Surgeons which brought the issue of congenital anomalies to the forefront (<https://1in38.org/>) creating the campaign's branding and effective messaging to position the issue for continued advocacy.

Through our contacts with the Legislative Correspondents Association and statewide media, we were able to place stories about the campaign in various media outlets. For a legislative campaign, our goal is to get our clients onto the shows and media outlets that legislators watch or listen to such as Susan Arbetter's *Capital Tonight* and on *The Empire State Report*.

Our relationship with the media spans over forty years and our president, Libby Post, is a trusted source of information for the press.

Post has extensive experience and expertise in electoral campaigns and has provided winning strategy, messaging, direct mail, social media and digital, and video production for a number of local races including

- Dan Lynch for State Supreme Court—campaign management and branding, literature, social media and digital ad management, video production and placement
- Jaime Czajka for Albany County Family Court—campaign management and branding, literature, direct mail, social media and digital ad management, video production and placement
- Deb Zamer for Albany Common Council—campaign management and branding, literature, direct mail, social media
- Dillon Moran for Saratoga Springs Commissioner of Accounts— campaign management and branding, literature, direct mail, social media
- John McDonald for Assembly—direct mail, video production and placement
- Daniel McCoy for Albany County Executive—direct mail
- Holly Trexler for Albany City Court—campaign messaging and management, social media, video production for TV and social media, direct mail
- Vicky Plotsky for Albany County Legislature—direct mail
- Maureen Cunningham for Bethlehem Town Board—direct mail

SELECTED CLIENTS SINCE 2013

Albany Newspaper Guild
Albany Public Library Foundation
American Association for the Prevention of Cruelty to Animals
Amsterdam Free Library
Appleton Public Library, WI
Arkansas State Library
Barker Free Library
BBL Hospitality
Brookfield Public Library, CT
Buffalo and Erie County Public Library
City of Albany
Clarkston Independence District Library, MI
Congregation Ohav Shalom
Connecticut Library Association
Connecticut State Library
County Health Official of New York State
Crandall Public Library
Cruelty Free International
DocuPet
Dunkirk Public Library
Fairport Public Library
Gold Coast Public Library
Greenfield Public Library, MA
Guilderland Public Library
Holly Trexler for Albany City Court
Hudson Area Library
Humane Society of the United States
Johnstown Public Library
Lisa Fisher for Supreme Court

Mackey for Supreme Court
Maureen Cunningham for Bethlehem Town Board
Mount Vernon Public Library
New York State Animal Protection Federation
New York State Animal Protection Federation Education Fund
New York State Society of Plastic Surgeons
OnSite Vision Plans
Prendergast Library
Progressive Elections
Ripley Public Library
Salem-South Lyon District Library, MI
Saratoga Harness Horsepersons Association
Scarsdale Public Library
Skaneateles Library
Stockton Public Library, CA
Sue Kushner for Albany County Family Court
The Campaign for New York's Well-Being
Tilton Public Library
Vicky Plotsky for Albany County Legislature
Victor Farmington Library
Winona Public Library, MN

SECTION III: REFERENCES

Hon. Kathy Sheehan
Mayor, City of Albany
518-441-6122
ksheehan@albanyny.gov

Hon. John McDonald
NYS Assemblymember
518-365-2569
mcdonaldj@nyassembly.gov

Gary Rogers, Former President
New York State Animal Protection Federation
Board Member, NYSAPF Education Fund
President, Nassau County SPCA
Cell: (516) 647-0026
grogers@ncspca.us



January 24, 2025

Lee Kindlon
Albany County Distirict Attorney
6 Lodge St.
Albany NY 12207

Dear Lee:

Communication Services and its President/CEO, Libby Post, are uniquely qualified to provide strategic communication and marketing services to the Albany County District Attorney's office.

I've worked with Libby since 2010 when she provided invaluable communications strategies for my first Assembly campaign. Since then, she has been a trusted adviser on various legislative issues including animal crimes and women's health.

As a lobbyist, Libby has built strong relationships with members of both houses and both sides of the aisle and would be a strong voice for the Albany County DA's office in that venue when needed.

Over the 40 years Communication Services has been in business in the Capital Region, Libby has developed long-term and trusting relationships with the local media. She is the go-to person on various issues and has extensive experience developing clear and concise messaging that can be turned into press releases, editorial pieces and multi-media products.

She is well versed in the needs of a busy communications office and is adept at melding together those needs with that of a busy principal, such as the District Attorney. From developing communications plans to writing press packets and speeches to producing social, digital and multimedia products, Libby and her firm have the skills and experience needed to aid the Albany County District Attorney's office.

Libby is a team player and knows how to play well in the Albany County sandbox with its multitude of elected officials, law enforcement and community organizations. Her connections within those communities will serve the Albany County District Attorney's office well. She also understands her role as a consultant to organizations such as the DA's office and will work collaboratively with staff.

I highly recommend Libby and her firm, Communication Services, to provide communication and marketing services to the District Attorney's office.

Sincerely,

Member of Assembly
John T. McDonald III, RPh



**CITY OF ALBANY
OFFICE OF THE MAYOR**

24 EAGLE STREET
ALBANY, NEW YORK 12207
WWW.ALBANYNY.GOV

KATHY SHEEHAN
MAYOR

January 24, 2025

Hon. Lee Kindlon
Albany County District Attorney
6 Lodge St.
Albany, NY 12207

Dear District Attorney Kindlon:

Thank you for the opportunity to write a letter of recommendation for Communication Services and its President/CEO Libby Post for the Albany County District Attorney's RFP for Communication and Marketing Services.

Communication Services has been working with my office directly since 2022 when Post and her firm began providing communication and marketing services to the City. Under her leadership, Communication Services has provided the city with the following:

- Crisis communications counsel and execution
- Creating and organizing statewide and regional media opportunities for my office such as appearing on SpectrumNews' CapitalTonight and WAMC's The Roundtable
- Writing and editing of press releases, press statements and presentations
- Organizing events such as State of the City events
- Graphic design, photography and video services as needed

Post is in regular contact with my office and has helped to handle delicate media issues such as the removal of the Schuyler Statue from in front of City Hall to New York City's transport of undocumented individuals to the City to the post-October 7th shooting at Albany's Temple Israel. Post helps us shape our strategy and messaging on a plethora of City issues. Working with local media for over 40 years, Post has a reputation for being straightforward and honest. This has served the City well.

Perhaps most paramount is her availability. No matter what time of day, Post has always been available to consult, write and/or edit press releases and statements. She has the gift of writing quickly and succinctly. Her skills have been an invaluable addition.

I wholeheartedly recommend Post and her firm, Communication Services, for the Albany County District Attorney's RFP for Communication and Marketing Services. Her skills, savvy and success will serve the office well.

Sincerely,

Kathy M. Sheehan
Mayor, City of Albany

SECTION IV: PLAN IMPLEMENTATION

Communication Services is uniquely qualified to provide the Albany County District Attorney's Office with the scope of services as outlined in the RFP.

As detailed above, the firm and its President/CEO Libby Post has 40 years of experience providing strategic communications, crisis communications and marketing services to its clients. What distinguishes Communication Services from other firms is Post's ability to meld her skills together to serve her clients. With a master's degree in political communications and as an Adjunct Professor at the Rockefeller College of Public Affairs and Policy at the University of Albany, Post has honed her writing, project/campaign management, marketing and public relations skills to meet the varied needs of her clients.

The scope of services outlined in the RFP fits perfectly with her skills. She knows how to work with diverse groups of people to build consensus on message development and execution. She can write press releases, press advisories, opinion pieces, video scripts and other materials to further the communications goals of the DA's office. She has considerable experience writing communications plans that include both traditional media, social media, digital outreach, print materials and video production, all which would reflect the messaging of the office. She also has built the relationships and reputation needed to communicate effectively with stakeholders, local and state elected officials, regulatory agencies and policy making boards.

Post's teaching experience at the University has given her the skills to prepare staff to effectively communicate to their various publics on a plethora of issues.

SECTION V: COST OF SERVICES

It is our hope that you find this proposal to your satisfaction and that the Albany County District Attorney becomes a member of our family of retained clients.

As a retained client, all fees associated with message development, conceptual design and copy writing of all materials, public affairs and public relations work including writing press releases, editing materials written by city staff, working with the DA's staff on initiatives, project management, media training, meetings and phone calls would be covered under the retainer. No matter how many hours we spend on these activities, your retainer would not increase without prior consent from you.

The proposed retainer would be \$3,750 per month.

Not covered under the retainer are:

- Graphic design at \$135/hour
- Photography—based on project
- Video production—based on project
- Web design—based on project
- App design—based on project
- Printing—based on project
- Mailing—based on project
- Postage—based on project
- Reimbursable travel expenses (mileage, food, accommodations)

Before proceeding with any costs above and beyond the retainer, Communication Services will provide the DA's office with written estimates that will be approved before moving forward.

FIRM CERTIFICATIONS

Communication Services is a state-certified women's business enterprise. In addition to being a woman-owned business, Communication Services is also a LGBTQ-owned business.

We do hold all the necessary insurances:

- General business liability
- Workers Compensation
- Vehicle insurance
- Health insurance

FIRM INFORMATION

Three Sisters Ink, LTD D/B/A Communication Services
PO Box 1115
Albany, NY 12201

Offices located at 150 State St., 4th Fl., Albany, NY 12207

Cell: 518-857-6788

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services

RFP Number: 2025-016

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

1/24/25

Number

RFP# 2025-016

(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:

Libby Post, President/CEO

PO Box 1115 Albany NY 12201

lpost@commservices.net

Phone: 518-857-6788
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: Communications and Marketing Services

RFP Number: 2025-016

Submit a cost proposal as per Section 4 Scope of Services.

COMPANY:

Communication Services

ADDRESS:

PO Box 1115

CITY, STATE, ZIP:

Albany NY 12201

TEL. NO.:

518-857-6788

FAX NO.:

FEDERAL TAX ID NO.:

14-1668218

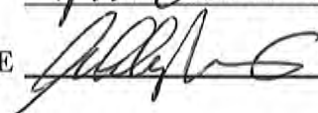
REPRESENTATIVE:

Libby Post

E-MAIL:

lpost@commserVICES.net

SIGNATURE AND TITLE

 President/CEO

DATE

1/24/25

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

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

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

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

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

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

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

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


Signature

President/CEO
Title

Communication Services
Company Name

1/24/25
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Albany) SS.:

On this 24th day of January, 2025, before me personally appeared Libby Post to me known, who, being by me sworn, did say that he resides at (give address) 97 Woodslane, Menands NY 12204; that he is the (give title) President/CEO of the (name of corporation) Three Sisters Ink LTD D/B/A Communication 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.

025462617, Darius Shahinfar

Notary Public, State of New York

Qualified in County of Albany

Commission Expires 5/14/28

If Partnership:

STATE OF NY)
COUNTY OF Albany) 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 <i>Three Sisters Ink, Ltd</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-1668218</i> b) DUNS # <i>199758467</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: <i>Communication Services</i>		5. WEBSITE ADDRESS (if applicable) <i>www.commservices.net</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>150 State St, 4B Fl Albany NY 12207</i>		7. TELEPHONE NUMBER <i>518-857-6788</i>	8. FAX NUMBER <i>—</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name <i>Libby Post</i> Title <i>President/CEO</i> Telephone Number <i>518-857-6788</i> Fax Number <i>N/A</i> e-mail <i>lpost@commservices.net</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Libby Post</i>	TITLE <i>President/CEO</i>	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), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

MESSAGE > STRATEGY > RESULTS

COMMUNICATION SERVICES

SINCE 1984

RESPONSE TO REQUEST FOR PROPOSAL FOR COMMUNICATIONS AND MARKETING SERVICES FOR THE OFFICE OF



ALBANY COUNTY
DISTRICT ATTORNEY
LEE KINDLON

In response to question 15-A:

Libby Post, President and CEO of Communication Services, has served as a board member of the Menands Public Library since June 2023.

**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

Signature of Owner [Signature]

Address

Printed Name of Signatory LITBY POST

City, State, Zip

Title President/CEO

Sworn before me this 24th day of January, 2025;
[Signature]
Notary Public
025462617

Darius Shahinfar

Printed Name

[Signature]

Signature

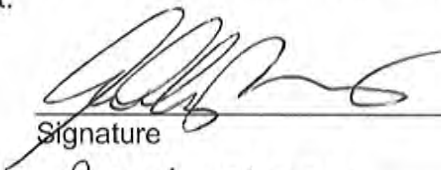
1/24/25

Date

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

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

1/24/25
Date



Signature
President/CEO

Title
Communication Services

Company Name

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DISTRICT ATTORNEY



RFP#2024-016

COMMUNICATIONS AND MARKETING SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Communications and Marketing Services
RFP NUMBER: 2025-016

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2025-016

Communications and Marketing Services

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 #2025-016

Sealed Proposals for **Communications and Marketing Services** as requested by Albany County District Attorney will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, January 31, 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 January 16, 2025.

Pamela O Neill
Purchasing Agent

Dated: ***January 13 2025***
Albany, New York

PUBLISH ONE DAY – **JANUARY 16, 2025** -- THE EVANGELIST
PUBLISH ONE DAY – **JANUARY 16, 2025** -- THE TIMES UNION

**COUNTY OF ALBANY
REQUEST FOR PROPOSALS
FOR THE PROVISION OF COMMUNICATIONS AND MARKETING SERVICES
ALBANY COUNTY DISTRICT ATTORNEY'S OFFICE
RFP #2025-016**

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals from qualified individuals or firms to provide Communications and Marketing services on an as-needed and non-exclusive basis as requested by needed by the Albany County District Attorney's Office.
- 1.2 The selected proposer will assist the District Attorney's Office in the development and implementation of internal and external communications plans on an as-needed and non-exclusive basis.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday January 31, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany County also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County District Attorney's Office.
- 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 communications and marketing services for offices, agencies and municipal entities within the County of Albany and the greater Capital Region.
- 3.5 Provide at least two (2) references from similar communications and marketing operations conducted within the greater Capital Region 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 Proposer(s) may be required to perform the following scope of services on an as-needed and non-exclusive basis, and in the manner(s) herein described:

A. Communications services, generally.

1. The selected Proposer(s) shall provide the Albany County District Attorney’s Office with assistance in the the development and implementation of external and internal communications plans on a non-exclusive and as-needed basis.

2. Responsible for coordinating overall external communications, including, but not limited to, the following, in print and/or video as needed:

- i. Coordinate with the District Attorney’s Office and staff directly for media interview opportunities as necessary.
- ii. Proactively seek out appropriate communications partnerships.
- iii. Create press releases as directed by the District Attorney’s Office. All releases should be disseminated to key targeted media as designated by the content of the release. The emphasis will be on enhancing the District Attorney’s Office’s reputation. All releases must be approved by the District Attorney and/or their designee.
- iv. Additoinal deliverables shall include, but shall not be limited to, the development of communications plans, multimedia content, and content packets for individuals, groups, and stakeholders in the community.

B. Communicate the interests of the District Attorney’s Office’s to state and local lawmakers, regulatory agencies and policy making boards.

C. Work with employees of the District Attorney’s Office to prepare them to effectively communicate the office’s position on certain matters, cases, events and issues.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for a period of one year and shall commence on the date of the fully executed contract.

5.2 At the end of the initial one-year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

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 **District Attorney’s Office**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Experience of proposer	60%
Creativity of proposal	25%
Cost of proposal	15%

8.3 Proposals will be examined and evaluated by the **Albany County District Attorney’s Office** 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: ALTERNATIVES

- 9.1 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 10: INDEMNIFICATION

- 10.1 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 11: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

- 11.2 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.
- 11.3 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 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1 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.
- 12.2 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.

- 12.3 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 13: PROPOSAL SECURITY

- 13.1 No proposal security is requested for this Proposal.

SECTION 14: INSURANCE AND SECURITY REQUIREMENTS

- 14.1 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.

- 14.2 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.

14.3 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 15: REMEDY FOR BREACH

15.1 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 16: FREEDOM OF INFORMATION LAW

16.1 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 17: MACBRIDE PRINCIPLES

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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 18: ANTIDISCRIMINATION CLAUSE

- 18.1 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 19: INTERPRETATION

- 19.1 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 20: NON APPROPRIATIONS CLAUSE

- 20.1 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 21 EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 21.1 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.
- 21.2 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.
- 21.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 21.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 21.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 21.6 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 22: IRANIAN ENERGY SECTOR DIVESTMENT

22.1 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.

22.2 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.

22.3 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.

22.4 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.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services
RFP Number: 2025-016

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

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

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

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

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

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Communications and Marketing Services

RFP Number: 2025-016

Submit a cost proposal as per Section 4 Scope of Services.

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

Contract #: 2026-0748

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 04/27/2026

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: Highmark Inc.

Estimated Amount: 163,500.00

Scope of Services: Lease Suite 9

Budget Line Item:

Fiscal Impact:

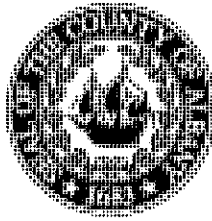
County: 0.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst	Date	
For Contract Board Use:	Date Approved	
Daniel P. McCoy Albany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: April 21, 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 # 9 – HIGHMARK INC.

Please see the Request for Legislative Action for the approval to enter into a new lease for Suite # 9 – HIGHMARK INC. The current lease for Suite # 9 expires on June 30, 2026. 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. Both tenants are long-standing reputable businesses in the community. The suite holders have paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

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

Robert Belber
General Manager

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



LETTER OF INTENT

BY

HIGHMARK INC.

FOR CORPORATE SUITE #9

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 #9 (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.



Letter of Intent
HIGHMARK INC.
Suite #9
Page 2

Date: 4/1/26

Signature: Lynne Marchese

Name (Print): Lynne Marchese

Title: Director, Customer Relations
Strategy
Highmark Inc.

Transaction receipt

21-Apr-2026 08:55:17 PDT

SMG as Agent for Albany FS
51 South Pearl Street, , Albany, NY, US, 12207
Phone: (518) 487-2012

Order Information

Invoice Number : 1367
Order number :
Description : plus credit card fee

P.O. Number :
Customer ID :

Billing Information

Lynne Marchese
Highmark
US
Email: lynne.marchese@highmark.com

Shipping Information

US

Order Details

Subtotal:	\$0.00
Shipping:	\$0.00
Duty:	\$0.00
Tax:	\$0.00
Total :	\$3105.00

Payment Information

Date/Time :	21-Apr-2026 08:55:17 PDT	Status:	Captured/Pending Settlement
Transaction ID :	121585692606	Authorization Code :	038797
Transaction Type :	Authorization w/ Auto Capture		
Payment Method :	Visa ending in 4529		
Available card balance:			

CORPORATE SUITE LEASE
BETWEEN THE COUNTY OF ALBANY, SMG/ASM GLOBAL
AND HIGHMARK INC.

CONTRACT NO. 2026-0748

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 Highmark Inc., with a principal place of business located at 120 Fifth Avenue Pittsburgh, PA 15222 (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 I. LEASED PREMISES; SUITE

The County hereby leases to the Suiteholder, and the Suiteholder hereby agree to lease from the County, Suite No. 9 (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 untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

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

A. Renewal of Agreement

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

SMG/ASM Global

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

SMG
51 South Pearl Street
Albany, New York 12207

Suiteholder

Highmark Inc
120 Fifth Avenue
Pittsburgh, PA 15222

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

Dated: _____

Owner Agent: SMG/ASM Global

By: _____
Robert H. Belber
General Manager

Dated: _____

Suiteholder: Highmark Inc.

By: _____
Kenneth Lawrence
SVP, Corporate & Government Affairs

Dated: _____

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. 9
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 #: 2026-0886

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 05/05/2026

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: Travelers Insurance Company

Estimated Amount: 132,314

Scope of Services: Travelers Property Insurance for MVP Arena 2026 - 2027

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
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: May 4, 2026

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

Dear Members of the Albany County CAB Committee:

REQUEST FOR APPROVAL – TO RENEW AND ACCEPT THE PROPOSAL AS
SUBMITTED FROM... **Currently expires June 30, 2026**

TRAVELERS INSURANCE COMPANY - \$131,590
PLUS, NY STATE FIRE FEE - \$724

TOTAL PREMIUM COST - - \$132,314 (8/% increase)

Comparison of Premiums:

Property Insurance Coverage	2025-2026	2026 – 2027
	\$122,734	\$131,590
NY State Fire	\$724	\$724
Total Premium -	<u>123,458</u>	<u>\$132,314</u>

Covers –		
Building	0.068	0.068
Business & Personal Property	0.152	0.152
Business Income	0.104	0.104

This proposal was obtained by Walsh Duffield Companies, Inc., which is the insurance broker that is under contract for the purpose of shopping for best policies with lowest premiums. We are asking if the CAB Committee can approve this insurance policy renewal with the understanding that such approval will enable the insurance to continue uninterrupted beyond the June 30, 2026, expiration with the understanding that the full Albany County Legislature will vote on the measure in early July to reconfirm the approval.

This is the same process that took place last year at this time.

Thank you for your assistance with this important issue.

Thank you for your approval of this lease.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Belber".

Robert Belber
General Manager

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



An Insurance Presentation

Prepared For //

SMG as Agent

Presented on // 5/1/2026

Presented by // Donna J. Bryk, MBA, ARM

This presentation summarizes the proposal for your insurance. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made in this proposal.

YOUR DEDICATED SERVICE TEAM

Individual/Title	Functional Position
Donna J. Bryk, MBA Vice President	Responsible for coordination of all client services E-mail: dbryk@walshduffield.com Phone: 716-362-7393
Ashley Kotar Client Relationship Associate	Responsible for day-to-day service coverage questions, correspondence, billing, etc. E-mail: akotar@walshduffield.com Phone: 716-362-7374
Charmaine Derenda AIC Claims Representative	Contact person for claims reporting/ follow-up with insurance company claims personnel E-mail: cderenda@walshduffield.com Phone: 716-362-7336

Address:	726 Exchange St Suite 200 Buffalo, New York 14210	155 Culver Road, Suite 220 Rochester, New York 14620
Phone:	716-853-3820	585-586-8000
Fax:	716-847-1360	844-847-1360
Website:	www.walshduffield.com	

Important Notice

To assist you in your evaluation and selection of insurance carriers, we have provided you with the ratings assigned by the independent reviewing organization of A.M. Best Company. Best's financial stability ratings range from A++ to C- with A++ being the most financially stable.

Insurance Company	A.M. Best Company Rating
Travelers Insurance Company	A++ XV

The information contained herein is intended to serve only as a brief outline of the various insurance coverages. To avoid misunderstanding or misinterpretation as to the full scope of protection afforded, reference must be made to the respective policies for complete coverage detail. The information contained herein is intended to serve only as a brief outline of the various insurance coverages. To avoid misunderstanding or misinterpretation as to the full scope of protection afforded, reference must be made to the respective policies for complete coverage details, exclusions, terms and conditions or, address questions to:

Walsh Duffield Companies, Inc.

801 Main Street

Buffalo, New York 14203

716-853-3820

www.walshins.com



Walsh Insurance
726 Exchange Street, Suite 200
Buffalo, NY 14210-1462
walshins.com // 716-853-3820

Premium Summary

Coverage	2025-2026 Travelers	2026-2027 Travelers
Property NYS Fire Fee	\$122,734 \$724	\$131,590 \$724
Rate	2025-2026 Travelers	2026-2027 Travelers
Building	0.068	0.068
Business Personal Property	0.152	0.152
Business Income	0.104	0.104

Payment Terms

Direct Billed

Quarterly

This is not a substitute for your insurance policies. Determination and/or application of coverage is totally dependent upon the circumstances surrounding the occurrence and the allegations within the claim and/or lawsuit.



PROPERTY

Issuing Company	Policy Number	Policy Term
Travelers Property Casualty of America	6304N226307TIL	7/1/2026 to 7/1/2027

Named Insureds

Insured	Interest
SMG as Agent	First Named Insured
MVP Arena	Insured Multiple Names
The County of Albany, NY	Insured Multiple Names
The New York State Urban Development Corporation	Insured Multiple Names
MVP Healthcare & their respective offices, agents, EMPLOYEES, REPRESENTATIVES,	Insured Multiple Names

Coverage	2025-2026 Travelers	2026-2027 Travelers
Blanket Real Property & Personal Property	\$137,371,680	\$154,135,200
Loss of Business Income	\$6,683,427	\$6,683,427
Equipment Breakdown	Included	Included
Earth Movement	\$25,000,000	\$25,000,000
Flood	\$25,000,000	\$25,000,000

Coverage: Deluxe Property Coverage Form
Business Income & Extra Expense
Rental Value included; Ordinary Payroll Excluded



Broad Form Flood
Equipment Breakdown
Earthquake

Valuation: Replacement Cost
Co-Insurance not applicable

Additional Coverages

Description	Limit	Deductible
Utility Services: Water, Communication, Power Supply	\$1,000,000	\$50,000
Water or other Substance Loss-Tear out & Replacement Exp Included		
Valuable Papers - cost of research - in transit or undescribed premises	\$25,000	
Valuable Papers - cost of research - at described premises	\$50,000	
Outside Signs	\$100,000	
Debris Removal (additional amount)	\$2,500,000	
Spoilage	\$250,000	
Ammonia Contamination	\$250,000	
Extra Expense	\$25,000	
Lock and Key Replacement	\$25,000	
Deferred Payments	\$25,000	
Pollution Cleanup Expense	\$500,000	
Outdoor Property (\$2,500 any one tree,shrub,plant)	\$100,000	
Limited Coverage for Fungus, Wet or Dry Rot - annual aggregate	\$25,000	
Fire Department Charges -included		
Expediting Expenses	\$1,000,000	
Claim Data Expense	\$25,000	
Accounts Receivable	\$250,000	
Transit	\$25,000	
Fine Arts	\$100,000	
Electronic Data Processing Data & Media	\$250,000	
Hazardouse Substances Coverage	\$250,000	



Forms and Endorsements

Description
DELUXE PROPERTY COVERAGE FORM
DELUXE BI (AND EE) COVERAGE FORM
EARTHQUAKE
BROAD FORM FLOOD
EQUIPMENT BREAKDOWN
UTILITY SERVICES - DIRECT DAMAGE
UTILITY SERVICES - TIME ELEMENT
ELECTRONIC VANDALISM LIMITATION ENDT
FEDERAL TERRORISM RISK INSURANCE ACT

Additional Covered Property	Limit
Personal Property at Undescribed Premise	\$100,000
At any "exhibition" premises	\$100,000
At any installation premises or temporary storage premises	\$100,000
At any other not owned, leased or regularly operated premises	\$100,000
Sales Representative Property	\$100,000
Personal Property in Transit	\$100,000

Utility Services	Limit
Combined Direct Damage & Time Element - any one occurrence for	\$1,000,000
Water Supply	
Communication Supply	
Power Supply	
Coverage for Overhead Transmission Lines	Excluded



Included means included in applicable Covered Property Limit of Insurance

Additional Coverages & Coverage Extensions	Limit
Accounts Receivable	
At all described premises	\$250,000
In Transit or at undescribed premises	\$250,000
Appurtenant Buildings & Structures	\$100,000
Claim Data Expense	\$25,000
Covered Leasehold Interest-Undamaged Improvements & Betterments Lessor of Your Business Personal Property limit or	\$100,000
Debris Removal	\$2,500,000
Deferred Payments	\$25,000
Duplicate Electronic Data Processing Data & Media	\$50,000
Electronic Data Processing Data & Media at described premises	\$250,000
Employee Tools	
In any one occurrence	\$25,000
Any one item	\$2,500
Expediting Expenses	\$1,000,000
Extra Expense	\$25,000
Fine Arts	
At all described premises	\$100,000
In transit	\$25,000
Fire Department Service Charge	Included
Fire Protective Equipment Discharge	Included
Green Building Alternatives - Increased Cost	
Percentage	1%
Maximum amount - each building	\$100,000
Green Building Reengineering and Recertification Expense	\$25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot - Annual Aggregate	\$25,000
Loss of Master Key	\$25,000
Newly Constructed or Acquired Property	
Buildings - each	\$2,000,000
Personal Property at each premises	\$1,000,000



Equipment Breakdown Coverage Extension		Limits
Ammonia Contamination		\$250,000
Hazardous Substance Expenses		\$250,000
Spoilage		\$250,000
Business Income Additional Coverages & Coverage Extensions		Limits
Business Income from Dependent property		
At Premises within the Coverage Territory		\$100,000
At Premises outside of the Coverage Territory		\$100,000
Civil Authority		
Coverage Period		30 days
Coverage Radius		100 Miles
Claim Data Expense		\$25,000
Contract Penalties		\$25,000
Extended Business Income Coverage Period		180 days
Fungus, Wet or Dry Rot - Restoration Coverage Period		30 days
Green Building Alternatives - Increased Period of Restoration		30 days
Ingress or Egress Coverage Radius		1 mile
Newly Acquired Locations		\$500,000
Ordinance or Law - Increased Period of Restoration		\$250,000
Pollution Cleanup and Removal - Annual Aggregate		\$25,000
Transit Business Income		\$25,000
Undescribed Premises		\$25,000

Deductible - Per Occurrence		Amount
Business Income & Extra Expense		24 Hours
Earthquake		\$100,000
Business Income		72 Hours
Flood		\$100,000
Business Income		72 Hours
Personal Property in Transit		\$5,000
Utility Services		
Direct Damage		\$50,000
Time Element		72 Hours
Any other covered loss		\$25,000



30.3(a) Disclosure

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR 30.1 et seq.):

Walsh Duffield Companies, Inc. ("the producer") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer



Thank you for your business.

*If you are satisfied with our service, please tell others.
If we can improve in some way, please tell us.*

*We appreciate our relationship with
SMG as Agent for the County of Albany dba
MVP Arena*

Discussed With: _____

Company Name: _____

Signature: _____

Date: _____



Business Income: Non-Manufacturers

Insured: MVP Arena and walkway

Most Recent 12 Month Period Ending: (mm/dd/yyyy)	Income and Expenses	Estimated 12 Month Policy Period Beginning: (mm/dd/yyyy)
7/1/2025		7/1/2026
\$ 3,791,548	A. Gross Sales	\$ 2,695,422
\$ -	Less: Prepaid Freight - Outgoing	\$ -
\$ -	B. Less: Discounts, Returns & Allowances	\$ -
\$ -	Less: Bad Debts & Collection Expenses	\$ -
\$ 3,791,548	C. EQUALS: Net Sales (A minus B)	\$ 2,695,422
\$ -	Add: Commissions or Rents Earned	\$ -
\$ -	D. Add: Cash Discounts Received	\$ -
\$ 2,971,173	Add: Other _____	\$ 3,016,702
\$ 6,762,721	E. EQUALS: Total Revenues (C plus D)	\$ 5,712,124
\$ -	F. Less: Total Cost of Goods Sold	\$ -
\$ -	G. Less: Cost of services you purchase from outsiders to separately resell that DO NOT continue under contract. Costs that continue are NOT deducted.	\$ -
\$ -	H. Less: All "Ordinary Payroll" Expenses if they are to be excluded or limited. Payroll Limitation worksheet item PL5	\$ -
\$ 6,762,721	I. Business Income Exposure for 12 Months (E-F-G-H)	\$ 5,712,124

J. Period of Restoration (POR): Adjust for maximum time to rebuild, repair or replace property damaged by serious loss at an existing location or to move to a new permanent location and resume your normal operations. Select the number of months from 6 to 24.

12 ▼

K. Business Seasonality section -- use if POR is fewer than 12 months

Do you have **Seasonal Variations** in your operations?

☐ Yes ☒ No

For seasonality adjustment to apply, the % of sales (as selected below) that can occur in the Period of Restoration must exceed the % shown to the right.

N/A

Select a % that represents sales that could occur in the Period of Restoration months. The % selected must be greater than that in the above calculated box.

100% ▼

\$ -	L. You may limit coverage for "Ordinary Payroll". Use the Payroll Worksheet to limit or exclude "Ordinary Payroll". If you are not limiting nor excluding "Ordinary Payroll", Box H should remain at \$0.	\$ -
------	--	------

M. Minimum Amount of Business Income Insurance needed for your estimated Period of Restoration. Based on I. modified by J. and K. and L.

\$ 5,712,124

N1. Extended Business Income: Select number of months you anticipate reduced income after resuming normal operations

12 ▼

N2. Additional amount of estimated reduced income for the full period of months indicated in N1 above.

\$ -

O. Are Extra Expenses to be insured **AND** included in your Business Income Limit of Insurance? If **YES**, make sure Extra Expense worksheet is completed; if **NO**, leave \$0.

\$ -

P. YOUR ESTIMATED AMOUNT OF NEEDED BUSINESS INCOME & EXTRA EXPENSE (M + N + O)

\$ 5,712,124

Contract #: 2026-0771

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Executive A1230

Date Submitted: 04/28/2026

Contact Person: [Christopher Conway]

Contact Phone: (518)447-5566

Vendor Info: Beez LLC

Estimated Amount: 6% of Gross Revenue

Scope of Services: Lease for the Coffee Shop Space in St. Rose Campus EAC

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

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

5/4/2026

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,

The County Executive's office is requesting authorization to enter into a contract with Beez, LLC d/b/a Olivia's Café to lease and manage the coffee shop space in the Events and Athletic Center located on the former College of St. Rose campus.

A Request for Proposals (RFP) was issued for these services, and the proposal submitted by Beez LLC. met all criteria outlined in the solicitation. Following the formal evaluation process, their proposal received the highest average scores among four participating graders.

The proposed contract lease is for two (2) years, with two (2) extensions for two (2) years each. The owners intend to lease the space for 6% of gross monthly sales. The owners will provide monthly sales reports for verification and payments will be due within five (5) business days of month-end.

The owners have submitted a full business plan including preliminary menu options as well as cost breakdown including operating costs and a break-even analysis.

Thank you for your consideration of this request. Please let me know if any additional information is needed.

Respectfully submitted,

Sincerely,

Daniel P. McCoy
Albany County Executive

Letter of Intent

Cindy B's

Former College of St. Rose – Events & Athletic Center

Space 111, 111A & 111B

420 Western Ave. Albany, NY 12203

Date: 5/1/2026

To:

Hon. Daniel P. McCoy

Albany County Executive

112 State St. Albany, NY 12207

Dear Mr. McCoy

This letter of intent (“LOI”) confirms our intent to assume occupancy of the commercial space at the **Former College of St. Rose – Events & Athletic Center, Space 111, 111A & 111B, 420 Western Ave. Albany, NY 12203** contingent upon Albany County’s acceptance of the terms outlined below.

1. Purpose of agreement

We intend to take occupancy of the above-mentioned premises, subject to Albany County’s approval.

2. Proposed Lease Terms

We request to enter into a **two (2) year commercial lease, with two (2) consecutive two (2) year renewals** under the rental structure provided:

- Base Rent: **6% of gross revenue**
- Revenue Reported: 2nd of the Month
- Payment Dispersed: 5th of the Month

3. Business Plan & Concept Materials

We will provide the County with:\

- A full Business Plan
- A Concept Summary
- A preliminary Menu Outline

These documents represent the intended operation of **Cindy B's** at this location.

4. Effective Lease Date

Upon approval by Albany County and the CAB Committee, **the requested effective lease start date is: August 1, 2026.**

5. Non-Binding Nature

This LOI serves as a proposal of intent. Except for the deposit obligation upon acceptance, this LOI is **non-binding** until the parties execute a formal lease agreement.

Thank you for your consideration. We look forward to working with Albany County and establishing **Cindy B's** at the Former College of St. Rose Events & Athletic Center, Space 111, 11A & 111B, 420 Western Ave. Albany, NY 12203.

Sincerely,

The block contains two handwritten signatures in black ink. The first signature is for Richard Christman and the second is for Cindy Christman. They are written in a cursive, flowing style.

Richard Christman

Cindy Christman

(Beez LLC)

To Whom It May Concern:

We are pleased to submit our proposal in response to the Request for Proposals, RFP#2026-036- Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletic Center on the Former College of St. Rose. As the owners of a family-run breakfast and lunch café, we have built our business around creating a space where people feel welcome, comfortable, and part of a community. That same approach is at the heart of this proposal.

We are excited about the opportunity to bring a revitalized coffee shop to this location, that serves not only as a place to enjoy quality food and coffee, but also as a gathering space for employees, visitors, and the surrounding community. Our goal is to create an environment where people can start their day, take a break, or connect with others in a relaxed and inviting setting.

We understand that the campus is continuing to grow and that occupancy will increase over time. With that in mind, our proposal is designed to support steady, sustainable growth. By focusing on consistency, quality, and a welcoming atmosphere, we are confident in our ability to build a loyal customer base as the community develops.

Our experience operating a café has shown us the importance of balancing strong operations with a personal touch. We take pride in offering friendly service, dependable quality, and a space that people look forward to returning to. We are committed to bringing that same level of care and attention to this location.

Thank you for the opportunity to be considered. We would welcome the chance to discuss our proposal further and answer any questions you may have.

Sincerely,
Richard and Cindy Christman

Beez LLC

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: Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose
RFP NUMBER: 2026-036

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: Beez LLC dba Olivia's Cafe

Address: 101 Lisa Dr

City: Schenectady State: NY Zip Code: 12303

Contact Person: Cindy & Rick Christman

Title: Owners

Phone Number: 518-248-7009 Fax Number: _____ E-Mail: rickshotsauceexperience@gmail.com
Cinpaige1@gmail.com

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

☒ Yes / ☐ No

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

Fax Number: _____ E-Mail: rickshotsauceexperience@gmail.com
Cinpaige1@gmail.com

Section I:

Title Page-

**Proposal
for**

RFP#2026-036

**Coffee Shop Operator to Lease and Manage
Coffee Shop Space in the Events and
Athletic Center on the Former College of St.
Rose**

**Proposers: Richard & Cindy Christman
Owners of Beez LLC
101 Lisa Dr
Schenectady NY 12303
518-248-7009**

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Mandatory Documentation - page 23 - 34

Section II:

Qualifications/Experience:

Beez LLC owns and has operated Olivia's Cafe at 1450 Western Ave, Albany NY 12203, since January of 2024. Olivia's is a counter service cafe serving breakfast and lunch from 8am to 2 pm, Monday through Friday. Olivia's serves a few varieties of coffee (regular roast, decaf, flavored coffee, iced coffee), basic breakfast and lunch items as well as specialty items featuring our house made hot sauces and pickles, and house made soups, Olivia's offers weekly specials, and occasional special events, such as customer appreciation days. Olivias's Cafe owned by Beez LLC is leased monthly from Picotte Companies, who own the building. The building contains several NYS offices, including OASES, a Sunnyview site, a Trustco Bank on premises, and a ManPower site. Olivia's cafe aims to serve the clientele of the building, including catering for office meetings and special events. It also serves the general public, with advertising through Google, Facebook, and delivery services such as DoorDash, GrubHub, Uber Eats and Beyond Menu. Olivia's has also partnered with Sharebite, a food ordering employee meal program. Sharebite orders from restaurants such as Olivia's and donates a meal to local communities for every order.

Richard (Rick) and Cindy Christman are the co-owners of Beez LLC which operates Olivia's Cafe. Rick is the hands-on manager for daily operations at Olivia's, while Cindy is currently responsible for maintaining records, accounting, advertising, promoting and special event planning. Each would be involved in running the coffee shop, and are both authorized to bind the proposer.

They reside at 101 Lisa Drive, Schenectady, NY, 12303

They can be reached at:

Rick 518-248-7009

Cindy 518-847-4293

Rick has extensive management experience in both retail and restaurant sales and customer service. He worked as a project manager supervising up to 100 employees in the field and throughout the country for 28 years.

In his role of Owner/Manager at Olivia's Cafe and also his former manager position at a local (Rotterdam) diner, he is/was responsible for:

- Hiring, training, coaching, and retaining personnel
- Cooking menu items
- Creating schedules
- Recording payroll data
- Providing excellent customer service
- Maintaining proper inventory levels
- Ordering supplies and food in a cost-effective manner, using local suppliers
- Tracking financial revenue and expenses incurred
- Maintaining food safety and food quality standards

In his former role as a project manager, Rick was responsible for:

- Hiring, training, supervising, and retaining up to 100 employees
- Tracking financial revenue and all expenses incurred
- Controlling the gross profit margin for the district
- Promoting new business through direct marketing of potential clients
- Ensuring employees provided excellent customer service
- Providing clear communication with employees and clients
- Creating schedules, and travel itineraries for all crews of employees
- Handling problems and creating resolutions between employees and/or clients

Rick brings to the business a wealth of skills and qualifications such as excellent customer service, communication and leadership skills. He is proficient in scheduling, tracking financial data, and maintaining proper payroll. He is able to maintain the proper inventory of food and supplies used in the business. He prepares most ordered menu items, ensures standards of product quality, cleanliness, hiring of employees, and creates a welcoming environment for customers.

Cindy is currently a Kindergarten teacher in the Schenectady City School district. In June she will be retiring from her 32 year career to focus on Olivia's Cafe and any other businesses that are attained by Beez LLC. In this capacity Cindy will be more involved in day to day operations, including merchandising, advertising, and promotion, planning for events, accounting, maintaining records, supervising employees, and ensuring food safety standards are being followed on a daily basis.

In Cindy's capacity as an elementary teacher, she has been responsible for the following:

- Daily planning of lessons
- Maintaining the safety of up to 25 students
- Teaching all required subjects
- Maintaining accurate records
- Effectively communicating successes and concerns to parents
- Planning long term goals for students
- Effectively working as a team with other teachers
- Creating high energy excitement to lessons and events
- Supervising and setting tasks for support staff
- Effectively communicating with supervisors

Cindy also worked part-time as a server, and a fill-in assistant manager for a local diner/cafe for 2 years. In this role, she was responsible for:

- Attending to customers' needs
- Taking orders
- Cleaning and setting up tables for patrons
- Presenting specials and recommendations
- Providing excellent customer service
- Assisting with scheduling
- Assisting with inventory and ordering
- Assisting with marketing through social media, and distribution of menus to local businesses
- Creating special events to draw in new customers (private parties, kids' themed events, local singer)

Cindy brings to the business a wealth of skills and qualifications such as excellent leadership skills, and the ability to teach or train others. She has great communication skills with both adults and children.

She is skilled in planning for special events, and is able to bring high energy to these events to get others excited. She has experience with food safety and quality control and can assist with managing inventory, ordering, and staff training.

Resumes:

Cindy Christman

101 Lisa Dr
Schenectady, NY, 12303
(518) 847-4293
cinpaige1@gmail.com

OBJECTIVE:

Hard-working professional with 32 years of experience in working in elementary schools, with proven knowledge of teaching young children, great interpersonal skills with both children and adults, as well as restaurant knowledge with excellent customer service skills, is aiming to successfully own and operate a coffee shop.

WORK EXPERIENCE:

BEEZ LLC dba OLIVIA' CAFE, Guilderland, NY

Owner/Operator - January 2024 - present

- Merchandising
- Advertising and Promotion
- Planning for events
- Catering planning
- Bookkeeping
- Cooking
- Serving Customers
- Maintaining Excellent Customer Service

WOODLAWN ELEMENTARY SCHOOL, MARTIN LUTHER KING SCHOOL, Schenectady, NY

Classroom Teacher - Remedial Math, Grades 3, 1, K, Sep 1995– Present

- Establishes clear objectives for lessons based on student needs
- Develops rules and procedures to ensure an orderly classroom
- Differentiates instruction to meet the needs of all students
- Works closely with parents to communicate student successes and needs

ANNABELLE'S CAFE, Schenectady, NY

Part Time Server and Fill in Assistant Manager – July 2020 – August 2022

- Provided excellent customer service.
- Took customer orders and made recommendations
- Assisted with inventory and ordering
- Assisted with marketing through social media
- Created special events to draw in customers

EDUCATION :

The College of Saint Rose Albany, NY

M.S. Special Education (Dec 1997)

The College of Saint Rose Albany, NY

B.S. Elementary Education (Dec 1990)

Relevant Course: Concentration in Science

Hudson Valley Community College Troy, NY

A.S. Mathematics and Science (May 1988)

CREDENTIALS AND LICENSES :

- New York State Elementary Education Teaching Certification
 - ServSafe Food Protection Management Certification

REFERENCES :

References available upon request.

Richard Christman

101 Lisa Dr
Schenectady, NY, 12303
(518) 248-7009
rick.christman47@gmail.com

OBJECTIVE:

Hard-working individual skilled in problem solving, excellent communication and leadership skills, with a background in project management, and restaurant management is aiming to successfully own and operate a coffee shop.

WORK EXPERIENCE:

BEEZ LLC dba OLIVIA' CAFE, Guilderland, NY

Owner/Operator - January 2024 - present

- Serving Customers
- Cooking Breakfast and Lunch Menu Items
- Maintaining proper inventory
- Creating a welcoming environment for customers
- Ensuring excellent food quality and standards
- Purchasing food in a cost-effective manner
- Maintaining Excellent Customer Service to ensure repeat customers

ANNABELLE'S CAFE, Rotterdam, NY

Manager - July 2020 - August 2022

- Hiring, training, coaching, and retaining personnel
- Creating schedules
- Recording payroll data
- Providing excellent customer service
- Maintaining proper inventory levels
- Ordering supplies and food in a cost-effective manner, using local suppliers
- Tracking financial revenue and expenses incurred
- Maintaining food safety and food quality standards

INDEPENDENT RETAIL INSTALLERS, Guilderland, NY

Self Employed - November 2019 - March 2020

- providing communications installs for multiple retailers nationwide.
- maintaining financial aspects, cost control, safety, and execution of installs.
- ensuring excellent communication between providing client to retailers receiving installs.
- maintaining record keeping of expense costs payroll and taxes.

ACTION INSTALLERS, Roanoke, VA

Project Manager- January 2019 - November 2019

- Responsible for recruiting, hiring and managing personal assigned to projects I oversaw.
- Managing daily schedules, reporting and expenses.
- Creating cost budgets and submitting bids to current and new clients.
- Booking any travel needs for crews including rentals of cars and trucks.
- Providing outstanding customer service to our clients.

DAVACO INC. Dallas TX

Project Operations Manager - 2006 – 2019

- Responsible for recruiting and managing personal for projects.
- Managing day to day scheduling and reporting on projects.
- Budgets & Cost control
- Ensure crews are providing excellent customer service with professional results.
- Responsible for managing profit & Loss margins within company guidelines.
- Setting up pricing and assumption templates to submit to prospective clients as bids to secure contracts

SEARS HOLDING COMPANY, Hoffman Estates, IL

Manager / Store Coach 2005 – 2006

- Responsible for day to day store operations.
- Profit & Loss and financial controls
- Managing and motivating others, including store staff
- Interviewing and hiring
- Responsible for controlling sales and expenses

HUFFY SERVICE FIRST / NASCO SERVICES Miamisburg,

District Manager, Retail Assembly and Merchandising Services, 1999 to 2005

- Responsible for the hiring, training, supervising and retaining of over 100 Technicians, Merchandisers, and scheduling coordinators for the district.
- Provided excellent customer service by ensuring regularly scheduled visits to all contracted Mass Retailers, Home Centers in New York including N.Y.C, West Virginia, Eastern PA, New England and N.J.
- Responsible for tracking of financial revenue and all expenses incurred
- Control gross profit margin for the District.

EDUCATION

Oneida High School

Business Management (June 1980)

ADDITIONAL EDUCATION

- Quest Merchandising course – Merchandising Proficiency Training – July 2006
- Coaching and Finance for Managers, January 2010
- The Leadership Advantage, May 2002 (Tina L.Marazono)
- Organizing and Prioritizing time > Computer Training April 2003.
- Pathways to knowledge Internet course excel, word, outlook March 2004.
- Time management course / seminar September 2004

Section III:

References:

The next 5 pages contain professional references (p.10 - 11), and the next 3 pages are copies of our public reviews from our customers on Google for Olivia's Cafe (p. 12 - 14).



**Office of Addiction
Services and Supports**

OASAS. Every Step of the Way.

KATHY HOCHUL
Governor

CHINAZO CUNNINGHAM, MD
Commissioner

To Whom it May Concern,

My name is Courtney Hewitt, and I work for the New York State Office of Addiction Services and Supports (OASAS) in Albany, NY. My role at OASAS includes planning and carrying out logistics for a number of high-priority events and meetings. Over the past year, the Executive Division has hosted several meetings of the Opioid Settlement Fund Advisory Board at our office at 1450 Western Ave in Albany. In anticipation of

these meetings, I connected with Rick and Cindy of Olivia's Café to arrange for lunch catering and was very impressed with their services. They worked with me on very short notice of our first meeting to get the menu planned and allowed for customization so that we had everything just as we wanted. They even were able to accommodate a variety of nut-free baked goods since there are several individuals with severe nut allergies. Leading up to the meetings, Rick and Cindy would check in with me to finalize the setup time and number of people and to make sure we were all set. On the day of each meeting, they arrived on time for the setup we had planned and brought anything and everything we might need, including plates, napkins, and cutlery. Their attention to detail with the little touches really elevated the catering experience- they had an ice bucket for drinks, serving utensils and platters, and tablecloths. They were always organized, which led to the setup and breakdown being completed in a matter of minutes- occasionally having to do this during the meeting, they were hardly noticed and got everything ready to go quietly and efficiently.

In addition to their outstanding service, Rick and Cindy were such a pleasure to work with. They were friendly, accommodating, and professional. I would highly recommend Rick and Cindy of Olivia's Café for any endeavors or opportunities that come their way. Please let me know if I can provide any additional information!

Thank you,

Courtney Hewitt

Administrative Specialist

NYS Office of Addiction Services and Supports



March 24, 2026

Rick and Cindy Christman
BEEZ LLC DBA Olivia's Café
1450 Western Ave.
Guilderland, New York

To Whom It May Concern,

I am writing to provide a reference for BEEZ LLC DBA Olivia's Café, a tenant in our building for the past three years.

During this time, they have been a reliable and professional tenant. They have consistently paid rent on time, maintained their space well, and have not caused any issues. Their day-to-day operations have been smooth and respectful of the property and other tenants.

They operate a coffee/deli that is well-received by the office tenants in the building, who seem to appreciate both the quality of their offerings and the convenience they provide.

Based on our experience, we believe they have demonstrated the ability to manage their business responsibly and are in a good position to consider expanding to a second location.

Please feel free to reach out if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy McGuire', written over a horizontal line.

Timothy McGuire
Director of Leasing and Marketing
Picotte Companies
518-465-4747

Rex Wang

Local Guide • 56 reviews • 27 photos

★★★★★

3 weeks ago **New**

Take out • Lunch

We ordered a hamburger and chicken wings. The hamburger was cooked nicely and very tasty. The owner even called to ask if we wanted toppings on the hamburger! The wings were cooked well. Not burned or too crisp. The flavor of the breading is nice! Not too salty and full of flavor! We got it without sauce, and it was great without it!

Food: 5/5 Service: 5/5 Atmosphere: 5/5

Kyle Buyers

9 reviews • 1 photo

★★★★★

16 weeks ago

Dine in • Breakfast

Great local spot, very kind owners. Head to the back of the building, not visible from the main road. Plenty of parking. Worth a visit. Try the proprietor's hot sauce!

Food: 5/5 Service: 5/5 Atmosphere: 5/5

Victor Gelfuso

8 reviews • 0 photos

★★★★★

34 weeks ago

Dine in • Lunch • \$1–10

Excellent food! Very friendly owners! Had Rick's sandwich and got to meet Rick himself. Conveniently located within the office complex.

Food: 5/5 Service: 5/5 Atmosphere: 5/5

Ronald Knaggs

Local Guide • 17 reviews • 0 photos ★★★★★ 47 weeks ago

Take out • Lunch • \$1–10

Rick's Angry Chicken Sandwich is out of this world! Whether grilled or crispy it's equally tasty. Breakfast sandwiches are also excellent. Everything is made to order and super fresh.

Very convenient for when you forgot to bring your lunch from home or those days when you just don't feel like eating what you bought. Why walk outside to the "king" when better food is available just downstairs?

Melissa Vedder

2 reviews • 0 photos ★★★★★ 48 weeks ago

Take out • Breakfast • \$1–10

I had never been here before. I saw a sign for a special which was Chicken Parm I got some of my co workers together and we ordered. The portions were enough for two meals. After enjoying that. The following week I decided to try a nice salad everything was so fresh. I recommended it to a few of coworkers and they loved it as much as I did. Yesterday I had an order of Mozzarella sticks again really good. Today however was the ultimate I am not really a breakfast person however I tried the Great Dane BS it was sooo good I recommended it to everyone. The owner Rick is a one man band and still has time to chat with you. Great customer service. The cafe is very inviting tables to sit and enjoy your food.

Food: 5/5Service: 5/5Atmosphere: 5/5

Lisa Leonardo

5 reviews • 0 photos ★★★★★ 49 weeks ago

Stopped in on a whim while waiting for my mechanic to open up and I'm so glad I found this gem! If you go to the back of the office building and walk in the door, it is right to the left. I had such a great experience with the owner. Very nice, sociable and was cool to talk to. My breakfast sandwich was delicious! I had The Great Dane. 2 eggs, hashbrown and sausage on a roll. Now that I know where this is, I'll be back.

Food: 5/5Service: 5/5Atmosphere: 5/5

Wysteria Bellefire

Local Guide • 22 reviews • 18 photos ★★★★★ Feb 28, 2025

I had a wonderful experience at Olivas Cafe Family! From the moment I walked in, I felt welcomed by the friendly staff and the cozy atmosphere. The food was absolutely delicious—fresh, flavorful, and clearly made with love. Every dish had that perfect homemade touch, and the portions were generous.

The service was excellent as well; the staff was attentive, kind, and made sure we had everything we needed. It's rare to find a place that makes you feel like part of the family, but Olivas Cafe truly does just that.

If you're looking for a great meal in a warm and inviting setting, this is the place to go. I'll definitely be coming back and recommending it to friends and family!

Food: 5/5Service: 5/5Atmosphere: 5/5

Eva Pepe

Local Guide • 11 reviews • 1 photo ★★★★★ Sep 13, 2024

Dine in • Lunch • \$10–20

Super-yummy fries! Great chicken salad sandwich and excellent coffee! Perfect place for a quick meal.

Food: 5/5Service: 5/5Atmosphere: 5/5

Section IV:

Plan Implementation:

Richard and Cindy Christman, co owners of Beez LLC are submitting this proposal, for RFP # 2026-036, Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletic Center on the Former College of St. Rose. We aim to bring a stable, community-oriented, and service-driven cafe to a space that can serve seniors, families, young adults, county employees, the Pine Hills Neighborhood, and The College of Saint Rose Alumni. In this portion we will outline the plan we have in mind for this revitalized coffee shop, and why we think that we are the best choice to run this business.

In our planning for this coffee shop, we have thought about many aspects and how they will come to fruition if we are given this opportunity.

First, we have owned and operated a small counter service restaurant for over 2 years now, and maintained financial stability, by negotiating a lease that is affordable, creating loyal customers, maintaining competitive pricing compared to other local establishments, and smart purchasing. At our current location, we are known for consistent quality, friendly service, and deep familiarity with the office patrons. We have maintained hours that are conducive to the employees in the building, and have received multiple 5 star reviews, online, from customers. We also provide catering to offices in the building for meetings and events.

In this coffee shop, we would replicate a lot of these successful qualities of our restaurant. We are aware that the campus has a lot of plans in place including office space, parks and rec space, a senior center, a family center, and a charter school. Our hours would be based on the average hours during the day of these patrons. Currently we are thinking 8 am to 4 pm, with some evenings, and weekend hours based on events at the athletic center. Right now as a start up business, we are planning on starting with 2 employees in addition to the owner. The owner would be there 7:30 - 4 daily, an employee 8 - 12 daily, and another employee 10 - 4 daily. We plan to try to hire employees with coffee shop experience, and may need to adjust the number of employees over time. We know that there are a lot of factors right now and that hours of operation may need to be adjusted as needed. We know that for a restaurant or coffee shop to be successful, it must meet the needs of their customers. As more diverse tenants come onto the campus, we know that we may need to keep assessing and evolving with our plans.

Secondly, Cindy is an alum of the College of Saint Rose. She was disappointed that the college closed after so many years of tradition, and this could be a way to honor the spirit of the campus. The College of Saint Rose created so many teachers and professionals throughout the years, and many of those are still in the area. This would be a way to return something more to the community that built so many alumni of the College of Saint Rose. This is something that is important in Cindy's life. She is retiring from teaching after 32 years in the Schenectady City School District - the community in which she grew up in and attended Kindergarten through 12th grade in the Schenectady City Schools. This was important to give back to the city that gave her so much, and now it is an opportunity to restore life to her former alma mater.

In keeping with the needs/wants of the tenants and visitors to the campus, we would offer comforting classics, with housemade touches served with fast and friendly service. We are currently planning to meet the needs of county staff, seniors, Saint Rose alumni teachers in the proposed charter school, and families. We would be able to cater to county offices with a continental breakfast, or sandwich platters for business meetings and special events.

The following would be our basic menu items for the coffee shop, but may be modified to meet customer needs:

Beverages:

- Fresh coffee - mild to bold roast, flavored/ seasonal options
- Espresso
- Cappucino/ Frappocino
- Hot tea
- Iced Coffee
- Iced Tea
- Fresh Squeezed Lemonade
- Hot Chocolate

Grab & Go Items:

- Yogurt Parfaits
- Fresh Muffins
- Fresh Baked Goods (Cookies, Cupcakes, Brownies, Brookies) (we currently partner with a Guilderland vendor, Sweetie C Confections, and hope to continue with this company)
- Fruit Cups
- Snack Boxes (Protein, Crackers, Cheese, &fruit/veggie)
- Side Salads
- Bottled Drinks (Juices, Sodas, waters, milk)

Made to Order Items:

- Bagels toasted with Cream Cheese or Butter
- English Muffins with Butter or Jelly
- Oatmeal with Toppings
- Belgian Waffles with Fruit Toppings
- Cup of Soup
- Build your own salad
- Sandwich (ham, turkey, tofu salad, or tuna salad on white or wheat with lettuce, tomato, & onion) w/chips & pickle

Kids Items:

- Small fruit cup
- Small yogurt cup
- Snackle box (fruit/veggie/ protein/cheese, pretzels/crackers)
- Mini heart sized sandwich (ham, turkey, tuna or cheese) with goldfish crackers

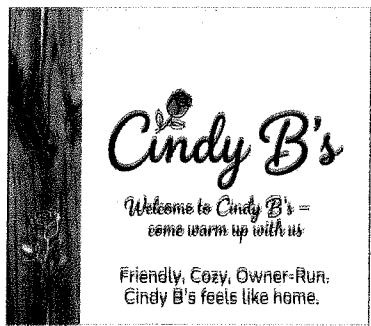
Senior Items:

- ½ sandwich w/ chips & pickle
- Senior Coffee Discount

Retail Area:

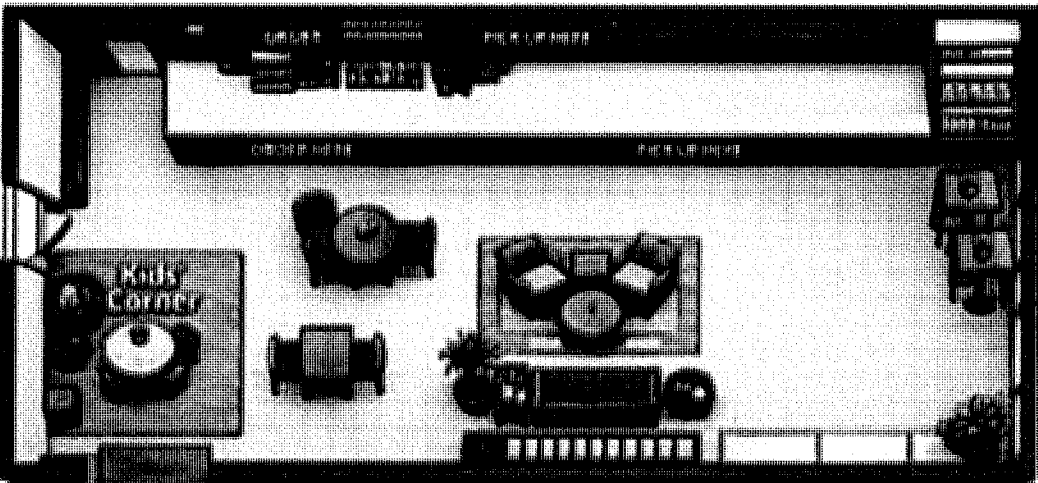
- Our own prepackaged items (made at our other restaurant, Olivia's Cafe)-
 - 3 varieties of Bread and Butter Pickles
 - 4 Varieties of Hot Sauces

In the naming of the coffee shop, we would like to call it Cindy B's, as Cindy would be running the shop, and Beez LLC would own it. In paying respect to the tradition of the College of Saint Rose, in our logo, we would have a small rosebud as the dot on the "i" in Cindy. This would be a nod to all the alum of the college who were referred to as "Rosebuds". Here is the logo we are leaning toward:



We would plan to keep the dark and light wood colors of the current space and add some gold, rose and rose gold accents in decorating. The gold accents would be a tribute to the Golden Knights, the teams of the College of Saint Rose, the rose accents would be a tribute to the "rosebuds", and the rose gold would add a modern tone to the coffee shop.

As for the set up of the coffee shop, although it is a relatively small space, we would like to get a few small, high top tables for patrons. We would also have a few lower tables.. We would have a small kids table with coloring materials as well, and a comfy seating area with a couch or chairs. As per the RFP, we would like to have a door installed to provide immediate outside access to the courtyard and outdoor tables, on either wall with windows , and we could then adjust our set up slightly. .We have included a floor plan that shows our intended set up here:



We would like to have some special events tied to the coffee shop as well. For example, "senior day"- dedicated to senior discounts or specials, during a special time frame. "Family time" weekly, with an event such as a balloon artist or face painter for kids. A weekly farmers Market in the courtyard near the coffee shop, perhaps on Friday afternoons, run by either Scott Abraham, who runs the Washington Park and Guilderland Farmers Market, or perhaps the Downtown Albany Business Improvement District (BID), who runs special events, including Farmers Markets and Vendor Events in the City of Albany. This weekly market could bring a lot of traffic and exposure to the campus. Other tenants could also set up tables and advertise at these events, such as the Sheriff's Dept, or the Parks & Rec Dept could have Tae Kwon Do demos, the Senior Center or Family Center could advertise as well. If partnering with either of those coordinators, they would be able to set up the vendors and assure that all vendors are licensed and insured, so as to make it an easy and safe event for all.

We may also plan some other special events, and use the community room that is next to the coffee shop. Perhaps a Senior Bingo Afternoon. We would offer a set price to attend, which includes bingo cards, coffee during the event and cookies, and offer prizes for winners, such as gift cards and locally donated prizes. Other events geared toward families, could be seasonal or holiday themed, such as Coffee and Coolies with the Easter Bunny.

We are very excited to start this venture and partner with Albany County to make the coffee shop a very successful business for all parties.

Section V: Cost Proposal

Startup Investment

Our goal is to create a warm, welcoming café space that feels like a natural gathering place for the community. To help make that possible while keeping startup costs manageable, we plan to utilize existing equipment currently on-site that is in good working order. We understand that Albany County will retain ownership of this equipment and will verify its condition prior to the start of operations. The following is the existing equipment that we are referring to:

Drip Coffee Maker
Coffee Bean Grinder
Coffee Warmers
Ice Maker
Refrigerators (2 large & 2 under counter)
Display Cooler
Hand Washing Slnk
Dish Washing Sinks
Dishwasher
Locking Door
A door leading to the outside with a lock (according to proposal, this will be provided)

By building on the resources already available, we are able to focus our investment on the details that matter most—comfort, quality, and creating an inviting atmosphere where people want to spend time. Here are our estimates for our costs:

Category	Estimated Cost
-----------------	-----------------------

<u>Minor Improvements / Setup</u>	\$1,500
--	----------------

(painting, improvement to
counter space, bakery display,
printer)

<u>Coffee & Food Prep Equipment</u>	\$3,000
--	----------------

(espresso machine, grinders, brewers, toasters, microwave,
soup warmer)

Smallwares \$800

(storage containers, bowls,, prep tools)

Furniture & Fixtures \$3,500

(High & low top tables
with chairs,
upholstered
chairs/couch, kid table
& chairs,rugs,
garbage receptacles)

Licenses & Permits \$300

(health permit, fire
inspection)

Initial Inventory \$2,000

Branding & Signage \$3,000

(indoor & outdoor
signs, hanging
menus, advertising)

Total Startup Cost \$14,100

Monthly Operating Costs

Our monthly operating plan is designed to support consistent service, a dependable team, and a comfortable experience for every guest who walks through the door.

Category	Monthly Estimate
<u>Labor (3 employees)</u>	\$7,500
<u>Utilities</u>	\$1,000
<u>Insurance (liability, workers' comp, disability)</u>	\$400
<u>Other Expenses (cleaning supplies, POS costs)</u>	\$700
<u>Subtotal (before rent)</u>	<u>\$9,600</u>

These projections assume a cost of goods sold (food and beverage) of approximately 30% of gross sales.

Break-Even Analysis

Based on the operating costs outlined above and an assumed 30% cost of goods sold, the business would require the following revenue levels to break even (before rent):

- **Monthly Break-Even Revenue: \$13,714**
- **Daily Break-Even Revenue: \$623/day**
(Based on approximately 22 operating days per month)

These targets provide a realistic foundation as we build steady, repeat business and become part of the daily routine for those working in and visiting the campus.

Proposed Lease / Rent Terms

We propose a percentage-based rent structure that allows the café to grow alongside the surrounding community:

- Rent: 6% of gross monthly sales
- Payment Terms: Payable within five (5) business days of month-end
- Reporting: Tenant will provide monthly sales reports for verification

Term

- Initial lease term of three (3) years
- Renewal options available after Year 3

Tenant Responsibilities

- Day-to-day operations
- Staffing and labor
- Utilities
- Insurance and regulatory compliance

Landlord Responsibilities

- Maintenance of structural elements
 - Continued access to existing equipment, including refrigeration, freezer, cooler, and ice maker
-

Rationale

This café is envisioned as more than just a place to grab coffee—it is intended to be a comfortable, welcoming space where employees, visitors, and community members can gather, connect, and take a break from their day.

At the same time, we recognize that the campus is still growing. With additional offices, groups, and community spaces expected to come online over time, customer traffic will naturally build in phases rather than all at once. Full occupancy is not anticipated until at least 2027, making the early years especially important for establishing a strong and lasting foundation.

A percentage-based rent structure creates a balanced partnership between the tenant and Albany County. It allows the café to remain financially stable while business levels grow, and ensures that rent scales appropriately as traffic and sales increase. This approach supports long-term success rather than short-term strain.

Industry experience shows that cafés and restaurants often take 18 months to 3 years to reach consistent profitability. With a gradually developing customer base at this location, flexibility in the early stages is key to building something sustainable and lasting.

By allowing the business to grow alongside the campus, this structure supports the creation of a dependable, community-centered café while also providing Albany County with a fair and increasing return over time.

We are excited about the opportunity to become part of this space and look forward to the possibility of serving the community for years to come.

Section VI:

Mandatory Documentation:

On the following pages, please find the following documents:

Proposal Form

Cost Proposal Form

Non- Collusive Bidding Certificate (Attachment "A")

Acknowledgement by Proposer (Attachment "B")

Vendor Responsibility Questionnaire (Attachment "C")

Certification Pursuant to Section 103 - g (Attachment "D")

Bidder/ Proposer Statement (Sheet MS4-1)

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose
RFP Number: 2026-036

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
3/4/26
3/6/26
3/13/26
3/17/26

Number
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4

3/25/26
Addendum No. 5

(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:

Beez LLC
Richard & Cindy Christman
101 Lisa Dr
Schenectady, NY 12303
Phone: 518-248-7009 or 518-847-4293

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: Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose
RFP Number: 2026-036

COMPANY:

Beoz LLC

ADDRESS:

101 Lisa Dr

CITY, STATE, ZIP:

Schenectady NY 12303

TEL. NO.:

518-248-7009 518-847-4293

FAX NO.:

FEDERAL TAX ID NO.:

88-2723736

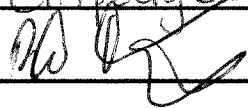
REPRESENTATIVE:

Richard + Cindy Christman

E-MAIL:

cindaige1@gmail.com

SIGNATURE AND TITLE

DATE

3/25/26

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

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

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

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

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

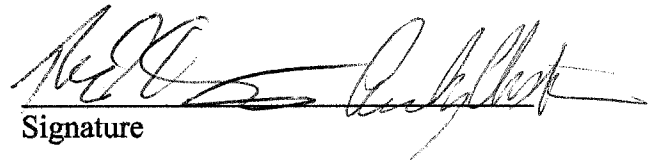
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

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

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

3/25/20

Date


Signature

Owners
Title

Beez LLC
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 25th day of March, 2026, before me personally appeared Richard Christman & Cindy Christman to me known, who, being by me sworn, did say that he resides at (give address) 101 Lisa Dr. Schenectady NY 12303; that he is the (give title) Managing Member of the (name of corporation) Beez 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.

JOHN D. MARIANI
Notary Public, State of New York
No. 01MA6273777
Qualified in Montgomery County
Commission expires Dec. 24, 2028

Notary Public, State of New York

Qualified in Montgomery County

Commission Expires 12/24/2028

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 Beez LLC	3. IDENTIFICATION NUMBERS a) FEIN # 88-2723736 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 101 Lisa Dr Schenectady NY 12303	7. TELEPHONE NUMBER 518-847-4293	8. FAX NUMBER		
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>	10. TELEPHONE NUMBER	11. FAX NUMBER		
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Name Richard Christman Title co-owner Telephone Number 518-248-7009 Fax Number e-mail </td> <td style="width: 50%; vertical-align: top;"> Cindy Christman co-owner 518-847-4293 </td> </tr> </table>			Name Richard Christman Title co-owner Telephone Number 518-248-7009 Fax Number e-mail	Cindy Christman co-owner 518-847-4293
Name Richard Christman Title co-owner Telephone Number 518-248-7009 Fax Number e-mail	Cindy Christman co-owner 518-847-4293			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.				
a) NAME Cindy Christman	TITLE co-owner	b) NAME Richard Christman		
c) NAME Richard Christman	TITLE	d) NAME		
TITLE				
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.				
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No				
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No				

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

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

☐ Yes ☒ No

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

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

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

FEIN # 88-2723736

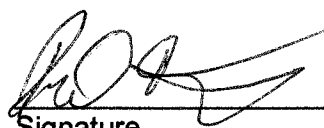
CERTIFICATION:

(32)

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.

3/25/26
Date


Signature

co-owner co-owner
Title

Beez LLC
Company Name

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: _____

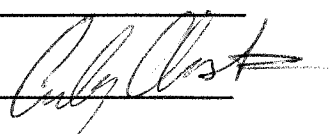
Address: _____

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):

none

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

Signature

Richard Christman Cindy Christman

Printed Name

Co-owner Co-owner

Title

3-25-26

Date



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: Office of the County Executive

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: April 7, 2026

RE: RFP#2026-036 Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose

I am in receipt of your recommendation to award the aforementioned to Beez LLC dba Olivia's Café.

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 Beez LLC dba Olivia's Café.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY EXECUTIVE OFFICE



RFP#2026-036

**Coffee Shop Operator to Lease and Manage Coffee Shop Space in the
Events and Athletics Center on the Former College of St. Rose**

**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: Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose

RFP NUMBER: 2026-036

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 #2026-036

Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose

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 #2026-036**

Sealed Proposals for **Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose** as requested by Albany County Executive Office 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

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON *Wednesday March 4th, 1:00pm* at the Events and Athletic Center 420 Western Ave – Coffee Shop Space 111. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

Pamela O Neill
Purchasing Agent

Dated: ***February 20, 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

EXPERIENCED COFFEE SHOP OPERATOR TO LEASE AND MANAGE coffee shop SPACE IN THE EVENTS AND ATHLETIC CENTER ON THE FORMER COLLEGE OF ST. ROSE CAMPUS

**ALBANY COUNTY EXECUTIVE'S OFFICE
RFP #2026-036**

RFP DISTRIBUTION - IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

1.1 The County of Albany is seeking proposals from qualified individuals and entities to lease retail space in a 1144 sq./ft. space on the first floor of the **Events & Athletics Center (Space 111) at the former College of St. Rose Campus at 420 Western Avenue, Albany, New York 12203.**

1.2 Albany County intends for this leased space to serve the general public and County employees through a retail coffee shop business located therein.

1.3 A PRE-PROPOSAL CONFERENCE WILL BE HELD ON Wednesday March 4th, 1:00pm at the Events and Athletic Center – Coffee Shop Space 111. This will be the only scheduled conference . Proposers interested in submitting Proposals are strongly urged to attend.

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 ***Albany County Department of General Services and the Economic Depvelopment, Conservation and Planning 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 ***operating coffee and food establishments***.
- 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 operator will lease and manage the designated coffee shop space located on the first floor of the **Events & Athletics Center at the former College of St. Rose Campus at 420 Western Avenue, Albany, New York**. This space, historically used as a coffee shop, will serve coffee, tea, other beverages and light food for the general public, building tenants, event attendees, and Albany County employees.
- 4.2 The operator will deliver consistent, high-quality coffee, tea and other beverages and light food service for both daily patrons and event participants. Service must be dependable during County business hours (8:30 a.m. – 4:30 p.m., Monday through Friday) and extend to scheduled events and programs outside these hours. The County reserves the right to require additional hours, including weekends, as needed. The operator must be prepared to accommodate these extended hours.
- 4.3 The premises (approximately 1,144 sq/ft) will be delivered as-is. Any modifications or improvements require prior County approval. The operator is to ensure that all counters and customer areas comply with ADA standards. The environment must remain clean, safe, accessible, and welcoming.
- 4.4 The operator must maintain adequate staffing and ensure employees are trained in food safety, ADA compliance, and customer service. Operations must comply with New York State Department of Health regulations, including:
- Proper food storage and temperature control.

- Display a valid NYS food service permit.
- At least one supervisory staff member must hold ServSafe certification. Any health code violations must be corrected immediately.

- 4.5 Existing equipment may be used if tested and verified as functional and safe. The operator may use their own equipment. All equipment necessary for operations—including but not limited to coffee brewers, espresso machines, grinders, and refrigeration units—must be properly maintained. Preventive maintenance logs must be kept current and available for County review. The County is not responsible for lost revenue due to equipment failure.
- 4.6 Marketing and branding must fall within County guidelines and are the responsibility of the operator. Marketing and branding materials will be subject to County review.
- 4.7 The operator is encouraged to support the County’s sustainability initiatives by using compostable or environmentally friendly packaging and offering incentives such as discounts for patrons who bring reusable cups. These practices will help reduce waste and promote eco-conscious habits among customers.
- 4.8 The operator must have a detailed mobilization timeline that will fall within the following guidelines: lease execution (Day 0), design/layout submission (Day 30), and full opening (Day 110)
- 4.9 Insurance coverage meeting County requirements must be maintained, naming Albany County as Additional Insured.
- 4.10 The operator must designate an on-site manager as the primary contact and provide advance notice of closures, special events, or schedule changes.
- 4.11 The County intends to make future modifications to the premises to allow for exterior access to the space. The selected operator must agree to cooperate and coordinate with the County during the planning and implementation of these modifications. This includes accommodating construction schedules, providing reasonable access for contractors, and collaborating to minimize disruption to operations.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be *for a period of three (3) years*.
- 5.2 At the end of the initial three (3) year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional 1 (1) year contracts, in two (2) consecutive one (1) -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 Consultant Professional Services Agreement with the County of Albany. See attached agreement.

SECTION 6: RENT:

6.1 Rent for the designated space will be negotiated and finalized during the contract phase.

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 and the Economic Development, Conservation and Planning Department***. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Community Engagement & Impact	30%
Qualifications and Experience of Proposer	25%
Concept & Vision (<i>Menu concept, theme, and alignment with community needs.</i>)	20%
Proposer's Business References	15%
Operational Plan (<i>Hours, staffing, compliance, and service strategy.</i>)	10%
Total	100%

- 8.3 Proposals will be examined and evaluated by the ***Albany County Department of General Services and the Economic Development, Conservation and Planning 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: Not Needed

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) Albany County shall be named as an 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 the Successful Proposer Lessee, the Successful Proposer/Lessee 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 Lessee to satisfactorily complete the Lease,

SECTION 17: Not Needed

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality,

the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

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

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

SECTION 20: Not Needed

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 Needed

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 Needed

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 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-0-25-001), 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-0-25-001) 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. 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").**

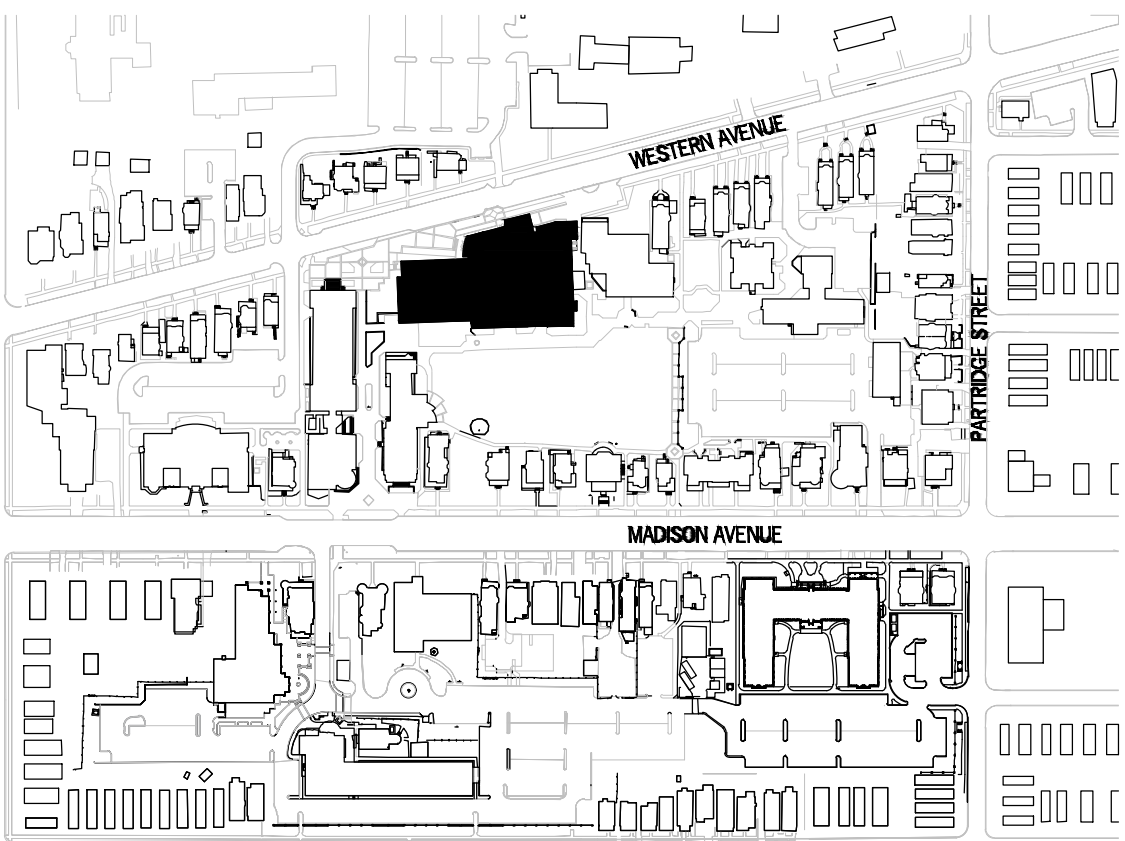
SECTION 28: Not needed

EVENTS & ATHLETIC
CENTER

420 Western Avenue

FIRST FLOOR

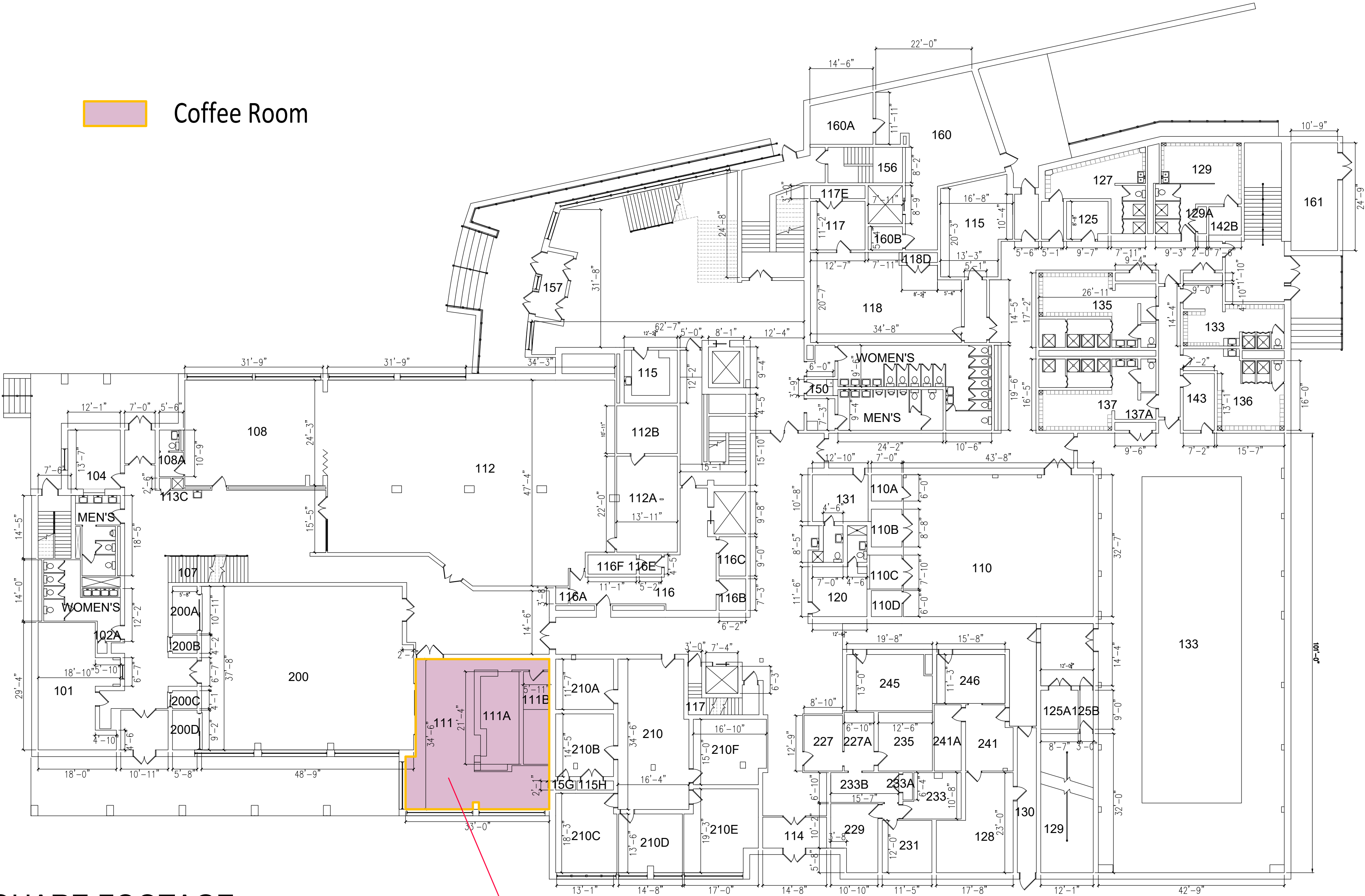
June 2016



Building Key Map



Coffee Room



COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose
RFP Number: 2026-036

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: Coffee Shop Operator to Lease and Manage Coffee Shop Space in the Events and Athletics Center on the Former College of St. Rose
RFP Number: 2026-036

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this _____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

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

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 County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, 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; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

- A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby 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 or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where 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 statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)
2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - 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 or 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.F.R. parts 37 and 38;

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

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

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

Contract #: 2026-0776

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: County Executive A1230

Date Submitted: 04/29/2026

Contact Person: [Wesley Hartmann]

Contact Phone: 518-447-7040

Vendor Info: Monday.Com

Estimated Amount: 37,440

Scope of Services: Monday.com Renewal - 2026

Budget Line Item: D95020-44040-MONDA

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

monday.com
6 Yitzhak Sadeh St., Tel-Aviv, Israel
6777506, Israel

Valid through: 06/30/2026
Proposed by: Ejamike Mbanefo
Email: ejamike@monday.com
Quote number: Q-239736

Order form

Address Information

Bill To:

Albany County of New York
112 State Street
Albany, New York
12144
United States

Ship To:

Albany County of New York
112 State Street
Albany, New York
12144
United States

Billing company name: Albany County of New York
Billing contact name: Wesley Hartmann
Billing email address:
wesley.hartmann@albanycountyny.gov

Billing language: English

Terms and conditions

Contract start date: 06/23/2026
Contract end date: 06/22/2027
Billing frequency: Yearly
Currency: USD

Payment terms: Net 30

Recurring Products

Product	Tier	Start Date	End Date	Quantity	Net Per Unit	Net Price
 monday work management	Enterprise	Jun 23, 2026	Jun 22, 2027	60 Seats	USD 52.00	USD 37,440.00
						USD 37,440.00
						Total Price

Legal & Finance

Payment terms: Net 30. Unless otherwise set forth in this Sales Order, all fees hereunder shall be billed upon execution of this Sales Order.

If you require a purchase order number to be quoted on the invoice, please provide such number before or upon execution of this Sales Order; but note that this will not delay the issuance of the invoice or otherwise change the payments due dates.

Please confirm your point of contact to which invoices should be sent (preferably, an accounts payable email address).

Taxes. This Sales Order does not reflect any applicable taxes that may arise as a result of this Sales Order. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this Sales Order. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this Sales Order may be relied upon by monday.com for purposes of calculating such taxes.

*If you are exempt from paying sales tax please provide a valid tax exemption certificate.

Fees. Except as explicitly set forth under this Sales Order or the Agreement (as such term is defined below), the fees under this Sales Order are non-cancelable and non-refundable. Any discounts specified under this Sales Order are given solely for this Sales Order and unless specifically agreed in writing otherwise shall not apply for any future orders, including renewals, expansions or upgrades.

Governing Terms. This Sales Order for the monday.com services described hereunder ("Services") is issued under and shall be governed by monday.com's Terms of Service available at: <https://monday.com/terms/tos> ("Terms") and any addendum thereto entered into by the customer identified hereunder ("Customer") and monday.com ("Addendum"); however, if a SaaS agreement was signed by the parties in respect of the Service ("SaaS Agreement") then the engagement hereunder (including, unless expressly stated otherwise, any

expansions, upgrades or subsequent renewals) shall be governed by the SaaS Agreement (the SaaS Agreement, Terms and Addendum, as applicable, shall be referred to as "Agreement").

Additional Services

Specific Services Terms. Some Services and the provision thereof as identified in the relevant Services when enabling such Services and/or as designated on the Specific Services Terms available at: <https://monday.com/l/legal/sst/> ("Specific Services Terms") are subject to such Specific Services Terms which are specific to such Services, notwithstanding anything to the contrary under the Agreement.

Additional Services Terms. Services which are Additional Services and the provision of such Additional Services identified in this Sales Order (and any future purchases of Additional Services) which may include Professional Services, Consulting Services, Onboarding Services, Implementation Service, Technical Services, Premium Support Services, and/or such other additional services as identified in monday.com's Additional Services Terms available at: <https://monday.com/l/legal/monday-com-additional-services-terms/> ("Additional Services" and "Additional Services Terms" respectively) shall be governed by such Additional Services Terms, notwithstanding anything to the contrary under the Agreement. Additional Services may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion, and accordingly, such third parties shall be considered sub-processors of monday.com for the purpose of performing such Additional Services to Customer.

Full Name: _____

Title: _____

Date of Signature: _____

Signature: _____

Contract #: 2026-0622

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Hall of Records A1411

Date Submitted: 04/13/2026

Contact Person: [Ricardo Wright-Ramos]

Contact Phone: 518-487-5150

Vendor Info: Icc Community Development Solutions Llc

Estimated Amount: 31,922.23

Scope of Services: 2026 Annual Licenses and Services

Budget Line Item: A91680.44021,A91680.44039,A91411.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

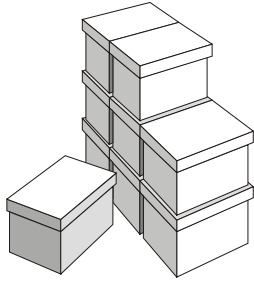
Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

BRUCE A. HIDLEY
County Clerk



**ALBANY COUNTY
HALL OF RECORDS**
ALBANY COUNTY CLERK

CRAIG A. CARLSON
Deputy County Clerk

95 Tivoli Street
Albany, NY 12207
Phone: (518) 436-3663
Fax (518) 436-3678
www.albanycounty.com/achor

Memorandum

To: The Honorable Daniel McCoy, Albany County Executive;
The Honorable Bruce Hidley, Albany County Clerk
The Honorable Joanne Cunningham, Chairwoman;

From: Craig Carlson
Deputy County Clerk
Albany County Hall of Records

Date: April 13, 2026

Subject: Request for Contract Approval-Contract #2026-0622
ICC Community Development Solutions LLC
Annual Software Licensing and Service Contract

The Albany County Hall of Records respectfully requests your authorization to contract with ICC Community Development Solutions LLC to provide annual software licensing and support services for the Hall of Records. These services include the individual user licenses for access to the Laserfiche RIO Digital Records Management Software utilized by the Hall of Records, as well as the service and support for this software, for a total cost of \$31,922.23.



COMMUNITY
DEVELOPMENT
SOLUTIONS
Formerly General Code CMS LLC

Remit To:
P.O. Box 772511
Detroit MI 48277-2511

Invoice No: CMS0028571
Invoice Date: 3/31/2026
Due Date: 4/30/2026
Terms: Net 30
Customer No: AL3660
PO:

Bill To:

Albany County
Ms. Jillian Brothers
Albany County Courthouse
16 Eagle Steet, Room 128
Albany NY 12207-1077

Laserfiche Support Renewal

Maintenance Start: 5/18/2026
Maintenance Ends: 5/17/2027

Qty	Item/Description:	Amount
1	Training Center for LF (25-49	\$2,840.00
130	Laserfiche Connector Full User	\$1,064.70
130	LF- Rio Forms Full(100 Basic)	\$2,129.40
130	Rio Named Full Users (100) Bas	\$21,295.30
1	Laserfiche RIO Forms Portal Ad	\$1,626.90
130	LF RIO Records Management Ful	\$2,129.40
1	Rio ScanConnect 10 Pack LSAP	\$186.53
1	GC Streamline Records Managen	\$650.00

Subtotal \$31,922.23
EXEMPT \$0.00
Payment/Credit: \$0.00
Total Due \$31,922.23

Invoice Questions: (800)836-8834 x212 * Fax(585)328-8189 accounting@generalcode.com

This invoice is subject to ICC CDS Terms & Conditions which are available at

<https://icc-cds.com/terms-conditions/>

We Appreciate your business!

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

3/31/2026

Accounting Administrator

Contract #: 2026-0813

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Board of Elections A1450

Date Submitted: 04/30/2026

Contact Person: [Rachel Bledi]

Contact Phone: (518)487-5070

Vendor Info: Fort Orange Press

Estimated Amount: 40,000

Scope of Services: 2026 Fort Orange Voter Informational Cards

Budget Line Item: 44042

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



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

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

CC: Dave Reilly, Commissioner, Department of Management and Budget
Quentin Trahan-Crudo, Budget Analyst

RE: Contract Approval with Fort Orange for Voter Cards

DATE: 4/30/2026

Please be advised that the Albany County Board of Elections is seeking contract approval with Fort Orange Press, LLC. To print and mail three annual voter information cards containing voter election and pollsite information. Fort Orange Press was the lowest bidder for BID#2026-061, with total cost of the mailers not to exceed \$40,000.

**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 Printing/Processing/Mailing of Government Election Mailers RFB NUMBER: 2026-061

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: Fort Orange Press, Inc.

Address: 11 Sand Creek Road

City: Albany State: NY Zip Code: 12205

Contact Person: Tony Picarazzi

Title: Vice President of Implementation

Phone Number: 518-489-3233 Fax Number: 518-489-1638 E-Mail: apicarazzi@fortorangepress.com

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

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

Fax Number: _____ E-Mail: apicarazzi@fortorangepress.com

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Printing/Processing/Mailing of Government Election Mailers

Bid Number: 2026-061

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

NO ADDENDUM

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

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

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Robert F. Witko
- _____
- _____
- _____
- Phone: 518-489-3233 Fax: 518-489-1638
- E-mail: rwitko@fortorangepress.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Printing/Processing/Mailing of Government Election Mailers
Bid Number: 2026-061

Item Description	Lump Sum
Printing/Processing/Mailing Of the Voter Mail Check Card As described in the scope of services	\$ <u>11,440.00</u> postage is additional 6x9 card one run of 210,000
Estimated 210,000 post cards	Total Cost Not To Exceed
Item Description	Per Mailer
Printing and Mailing of Informational Voter Post Card As described in the scope of services for the 2026 Primary Election.	\$ <u>0.0662</u> EACH ***Price must be per mailer***
Less than 210,000 post card	
Item Description	Lump Sum
Printing and Mailing of Informational Voter Post Card As described in the scope of services for the 2026 General Election.	\$ <u>13,902.00</u> postage is additional 6x11 card one run of 210,000
Estimated 210,000 post cards	Total Cost Not To Exceed

Sample of printed stock provided from 2025 printing will be used for 2026.

BID FORM

BID IDENTIFICATION:

Title: Printing/Processing/Mailing of Government Election Mailers
Bid Number: 2026-061

COMPANY: Fort Orange Press, Inc.

ADDRESS: 11 Sand Creek Road

CITY, STATE, ZIP: Albany, NY 12205

TEL. NO.: 518-489-3233

FAX NO.: 518-489-1638

FEDERAL TAX ID NO.: 14 0669730

REPRESENTATIVE: Robert F. Witko

E-MAIL: rwitko@fortorangepress.com

SIGNATURE AND TITLE  President/CEO

DATE 3/30/2026

BF4

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

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

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

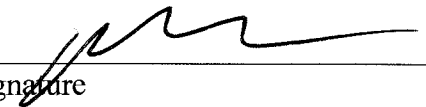
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

President/CEO

Title

Fort Orange Press, Inc.

Company Name

3/30/2026

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

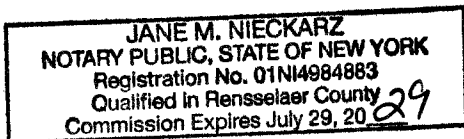
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 30th day of March, 2026, before me personally appeared Robert F. Witko to me known, who, being by me sworn, did say that he resides at (give address) 114 Euclid, Albany NY; that he is the (give title) President / CEO of the (name of corporation) Fort Orange Press, 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.



Jane M. Nieckarz
Notary Public, State of New York
Qualified in Rensselaer County
Commission Expires July 29, 2029

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Fort Orange Press, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Same as above		5. WEBSITE ADDRESS (if applicable) Fortorangepress.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 11 Sand Creek Road Albany, NY 12205		7. TELEPHONE NUMBER 518-489-3233	8. FAX NUMBER 518-489-1638
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Robert F. Witko Title President/CEO Telephone Number 518 518-489-3233 Fax Number 518-489-1638 e-mail rwitko@fortorangepress.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Robert F. Witko	TITLE President/CEO	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

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

CERTIFICATION:

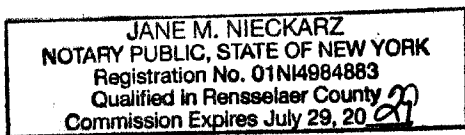
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the 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 Fort Orange Press Inc. Signature of Owner [Signature]
Address 11 Sand Creek Rd Printed Name of Signatory Robert F. Wilko
City, State, Zip Albany NY 12205 Title President / CEO

Sworn before me this 30th day of March, 2026
[Signature]
Notary Public



Robert F. Wilko
Printed Name
[Signature]
Signature
3/30/26
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.

3/31/26
Date


Signature
President & CEO
Title
Fort Orange Press, Inc.
Company Name

	Brigar XPress Solutions dba Digital Xpress	Fort Orange Press	Graphic Image	Phoenix Graphics
Item Description	Lump Sum	Lump Sum	Lump Sum	Lump Sum
Printing/Processing/Mailing Of the Voter Mail Check Card As described in the scope of services	\$13,606.67	\$11,440	\$15,153	\$12,873
Estimated 210,000 post cards	Total Cost Not To Exceed	Total Cost Not To Exceed	Total Cost Not To Exceed	Total Cost Not To Exceed
Item Description	Per Mailer	Per Mailer	Per Mailer	Per Mailer
Printing and Mailing of Informational Voter Post Card As described in the scope of services for the 2026 Primary Election.	\$0.078443 EACH ***Price must be per mailer***	\$0.0662 EACH ***Price must be per mailer***	\$0.0972 EACH ***Price must be per mailer***	\$0.0702 EACH ***Price must be per mailer***
Less than 210,000 post card				
Item Description	Lump Sum	Lump Sum	Lump Sum	Lump Sum
Printing and Mailing of Informational Voter Post Card As described in the scope of services for the 2026 General Election.	\$16,473.03	\$13,902	\$19,006	\$14,742
Estimated 210,000 post cards	Total Cost Not To Exceed	Total Cost Not To Exceed	Total Cost Not To Exceed	Total Cost Not To Exceed

Notes:

Postage Additional

SCOPE OF SERVICE

The Albany County Board of Elections is seeking printing and mailing services for three postcard mailings with the following specifications:

Finished Page Size: two postcards will be 6" x 11" and one postcard will be 6" x 9"

Quantity: Up to 210,000 each mailing

Paper: 100 gloss cover

Required Bleeds: No

Inks Side A: 4/4 Process

Inks Side B: 4/4 Process

Merged data: yes

Proof: Hi-Res proof required

Prepress: Customer to supply print ready files and mailing list, A PDF file will be provided. Variable data to be merged on both sides of the postcard.

Finishing: Cut and trim to finished size of 6 x 11 or 6 x 9, Inkjet Address and Deliver to Post Office

Postage: customer has non-profit indicia (postage shall not be included in the bid price)

Awarded vendor shall have a minimum of 5 years of previous experience printing state mandated annual mail-check cards and voter informational cards for a municipality similar in size to Albany County.

There will be a minimum of two mailers scheduled for 2026. Each mailer must be mailed at least 1 month prior to scheduled election. The two elections are as follows: Primary Election, June 23, 2026 and General Election, November 3, 2026.

ALBANY COUNTY BOARD OF ELECTIONS
224 S. PEARL ST.
ALBANY, NY 12202

RETURN SERVICE REQUESTED

NONPROFIT ORG.
U.S. POSTAGE
PAID
ALBANY, NY
PERMIT NO.970



ATTENTION VOTER!
2026 PRIMARY ELECTION - June 23, 2026

Polls open 6:00 AM until 9:00 PM

EARLY VOTING:
June 13 - June 21, 2026*

2026 GENERAL ELECTION - Nov. 3, 2026
Polls open 6:00 AM until 9:00 PM

EARLY VOTING:
October 24 - November 1, 2026*

**For further information on times and location(s) of your
Early Voting Site, contact the Albany County Board
of Elections at **518-487-5060** or visit our website at
albanycountyny.gov/vote*

IF THE PERSON THIS MAIL WAS SENT TO IS NOT AT THIS ADDRESS,
PLEASE MARK THE CARD ACCORDINGLY AND DROP IT BACK IN THE MAIL.



**FOR FASTER CHECK-IN BRING
THIS CARD WITH YOU TO VOTE**

Voter Id

First Name Middle Name Last Name
Mail to Address 1
Mail to Address 2
Mail to Address 3



ACCESSIBLE

Voter id	Your Party Affiliation is: PARTY
Town Ward District	Town Ward District

RESIDENCE ADDRESS: Residence Address
City, State, Zip

ATTENTION VOTER: If you still reside at the above address, you may continue to vote at the accessible polling place shown on this card.
Knowing your election district will help speed the check-in process at the polls.

- If you move from this address, but remain in New York, update your record by submitting a registration form to the Board of Elections.
- If you have not notified the Board of your change of address, you may vote by an affidavit ballot at your new polling place on election day, and have your records updated at that time.

If you will be out of the County on Primary or General Election day or are physically disabled you may contact the County Board of Elections to apply for an absentee ballot.

To request an Absentee Ballot or Early Vote by Mail Ballot, voter registration forms, or have questions, please contact the Board of Elections at **518-487-5060** or boardofelections@albanycountyny.gov

If you are interested in working as an election day worker, please contact **the Board of Elections at (518) 487-5060** or via email at boardofelections@albanycountyny.gov

UPDATE: You may vote at ANY EARLY VOTING SITE within the county prior to the election.

YOUR POLLING PLACE FOR THE GENERAL ELECTION IS ↓

Polling Place Name 1
Polling Place Name 2
Polling Place Address 1
Polling Place Address 2
Polling Place City, Polling Place State, Zip

**** HELPFUL INFORMATION ****

In New York State, in order to vote in a Primary, you must be enrolled in the party having the Primary. Only Democratic Primaries are being held on June 23, 2026. For a list of pollsites for the Democratic Primary, visit our website: albanycountyny.gov

The Following is your Jurisdictional Information

Town Ward District	Town Ward District
Congressional District	Cong
State Senatorial District	St.Sen
Assembly District	St.Leg
County Legislative District	County Legislative District



EXERCISE YOUR RIGHT TO VOTE!



IMPORTANT NOTICE

FROM THE ALBANY COUNTY BOARD OF ELECTIONS

**Your poll site may have changed.
Check the back of the card.**

PRIMARY ELECTION

Tuesday, June 24, 2025

Polls Open 6 A.M. to 9 P.M.

Early Voting

Saturday, June 14th – Sunday, June 22nd

Sat, Sun, Tues, Thurs, Fri: 9 A.M. to 5 P.M.

Mon & Wed: Noon to 8 PM



ALBANY COUNTY BOARD OF ELECTIONS
224 SOUTH PEARL ST.
ALBANY NY 12202

RETURN SERVICE REQUESTED

000001 *****AUTO**5-DIGIT 12202 T1 P1
GWENDOLYN E GAILLIARD
ALBANY
PO BOX 10603
ALBANY NY 12201-5603

NON-PROFIT
U.S. POSTAGE
PAID
ALBANY, NY
PERMIT NO. 970



VOTING IS EASY AND ACCESSIBLE!

YOU HAVE MANY OPTIONS TO EXERCISE YOUR RIGHT TO VOTE:

OPTION 1:

VOTE DURING THE EARLY VOTING PERIOD

JUNE 14 – JUNE 22, 2025

Poll sites are open:

Sat, Sun, Tue, Thurs, Fri: 9 A.M. to 5 P.M.

Mon & Wed: Noon to 8 P.M.

You may vote at ANY of the following sites during Early Voting only:

1. **Albany County Board of Elections**
260 S. Pearl St., Albany, NY 12202
2. **St. Sophia Greek Orthodox Church**
440 Whitehall Rd., Albany, NY 12208
3. **Boght Community Fire District**
8 Preston Dr., Cohoes, NY 12047
4. **Pine Grove United Methodist Church**
1580 Central Ave., Albany, NY 12205
5. **Knox Town Hall**
2192 Berne Altamont Rd. Altamont, NY 12009

OPTION 2:

VOTE ON PRIMARY DAY

TUESDAY, JUNE 24, 2025

Poll sites are open:

6 A.M. to 9 P.M.

On Primary Day, you may ONLY vote at your assigned pollsite below:

CITY/TOWN: ALBANY

WARD: ALBANY WARD 2

ELECTION DISTRICT: 005

POLL SITE: (accessible)

SALVATION ARMY
20 SOUTH FERRY ST
ALBANY, NY 12202

OPTION 3:

REQUEST AN ABSENTEE BALLOT (RESTRICTIONS APPLY)

If you will be out of the County on Election day, are temporarily ill, have a disability, or are a primary caregiver, you may apply for an absentee ballot by calling **(518) 487-5060**.

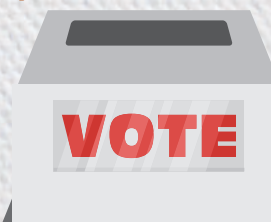
Alternatively, you may apply online:
[https://
ballotapplication.elections.ny.gov/
home/absentee](https://ballotapplication.elections.ny.gov/home/absentee)

DEADLINES FOR EARLY MAIL/ABSENTEE BALLOTS:

June 14 – Mailed applications due.

June 23 – Applications due in-person.

June 24– Absentee ballots due. Must be postmarked by this date.



OPTION 4:

ANY REGISTERED VOTER MAY APPLY FOR AN EARLY MAIL BALLOT

Unlike an absentee ballot, an excuse is not needed. However, you must reapply every year.

You may apply online:
[https://ballotapplication.elections.
ny.gov/home/earlymail](https://ballotapplication.elections.ny.gov/home/earlymail)

Or call the Board of Elections at:
(518) 487-5060.

If you are interested in serving as an election day worker, need an absentee ballot application, voter registration forms or have other questions, please contact the Board of Elections at **518-487-5060** or www.albanycounty.com/vote



FORT01C

OP ID: JO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2026

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 Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Scott Kurzynski		518-465-3591		CONTACT NAME: Shawn T. Berger PHONE (A/C, No, Ext): 518-465-3591 FAX (A/C, No): 518-465-3968 E-MAIL ADDRESS: sberger@austin-co.com	
INSURED Fort Orange Press, Inc. 11 Sand Creek Road Albany, NY 12205				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Massachusetts Bay Insurance Co	
				INSURER B: Hanover Insurance Co.	
				INSURER C: Allmerica Financial Benefit	
				INSURER D: Allmerica Financial Benefit	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ZDS-J098670-03	02/01/2026	02/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AWS-J098707-03	02/01/2026	02/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UHS-J098679-03	02/01/2026	02/01/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WKSM31752400	04/01/2026	04/01/2027	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
C	Printers E&O			AWS-J098707-03	02/01/2026	02/01/2027	E&O 1,000,000

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

Per Policy Terms, Conditions and Exclusions. The County of Albany is included as Additional Insured on the General Liability policy but only with respect to the Named Insureds bid for Contract No. 2025-2902 for printing, processing and mailing of voter mail check cards, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Albany Albany County Board of Elections 260 South Pearl Street Albany, NY 12202	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 Scott Kurzynski

Contract #: 2026-0773

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Management and Budget A1340

Date Submitted: 04/29/2026

Contact Person: [Quentin Trahan Crudo]

Contact Phone:

Vendor Info: Websmart Chevrolet, Llc

Estimated Amount: \$26,759.26

Scope of Services: Websmart Chervolet Trailblazer

Budget Line Item: HHG41620

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycountyny.gov

M. DAVID REILLY, JR.
COMMISSIONER

ALEXANDER G. DOTT
DEPUTY COMMISSIONER

April 29, 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 Department of Management and Budget is requesting authorization to purchase a 2026 Chevrolet Trailblazer from Websmart Chevrolet. We have sent a letter to Purchasing recommending the approval of the award (RFQ-2026-083) and have received their concurrence memo which is attached. This purchase will provide reliable transportation to travel safely to County Offices that aren't within walking distance. The total cost of the vehicle is \$26,759.26. This vehicle will be purchased off the Capital Project in DGS Vehicle and Truck Replacement.

Thank you in advance for your consideration of this request. Should you have any questions, please don't hesitate to reach out.

Sincerely,

M. David Reilly



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: Alex Dott
Deputy Commissioner, Dept of Management & Budget

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 28, 2026

RE: RFQ-2026-083 Chevrolet Trailblazer Purchase

I am in receipt of your recommendation to award the aforementioned to Websmart Chevrolet in the amount of \$26,759.26.

As Websmart Chevrolet is the lowest responsible and responsive bidder which meets the needs and primary specifications for pre-existing inventory, 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.

RFQ 2026-083 Tabulation
Chevrolet Trailblazer

Vendor	Cappellino Chevrolet	DeNooyer Chevrolet	Mohawk Chevrolet	Northshore Chev of Smithtown	Websmart Chevrolet
Vehicle	2026 Chevrolet Trailblazer	2026 Chevrolet Trailblazer	2026 Chevrolet Trailblazer	2026 Chevrolet Trailblazer	2026 Chevrolet Trailblazer
Price	\$ 25,445.16	\$ 25,244.99	\$ 24,486.06	\$ 25,886.13	\$ 26,759.26
In stock/order	Order	Incoming-vehicle being built	Incoming-vehicle being built	Order	In Stock
Exterior Color	dlr did not specify	White	White	White	White
Deviations			Does not have LS Confidence Pkg		Waiting for clarification from dealer, if actually on the lot, or incoming unit.

Contract #: 2026-0880

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 05/05/2026

Contact Person: [Patrick Alderson],[Sue Gross]

Contact Phone: 518-447-3033,518-447-5612

Vendor Info: SHI International Corp

Estimated Amount: 59,474.36

Scope of Services: KnowBe4 Training Subscription

Budget Line Item: A91680.44039

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
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

DIGITAL SIGNATURE PAGE



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

May 5, 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 KnowBe4 Security Awareness Training Subscription Diamond Renewal, KnowBe4 PhishER Subscription Renewal and KnowBe4 Compliance Plus Subscription Renewal through SHI. These subscriptions provide county employees with Security Awareness Training, Sexual Harassment and Compliance Training and provides the ability to report emails to the administrator that could be potential threats. These subscriptions need to be renewed on a yearly basis and our coverage dates are 6/24/26 – 6/23/27. This Purchase Order amount is not to exceed \$59,474.36. We will be using Budget Line A91680.44039 (Conferences, Training & Tuition) and the Fiscal Impact is 100% County share. This vendor is on the Omnia Partners IT solutions, Products & Services Contract # 2024056-02.

Thank you in advance for your consideration of this request. Should you have any questions, please don't hesitate to reach out.

Sincerely,

Patrick Alderson

Patrick Alderson

Attachments



Pricing Proposal

Quotation #: 27343455

Created On: 3/27/2026

Valid Until: 6/23/2026

Description:

KnowBe4 1 year

NY-County of Albany

Patrick Alderson

Division of Information Services

112 State St, Room 500

ALBANY, NY 12207

United States

Phone: 5184477141

Email: Patrick.Alderson@albanycountyny.gov

Inside Account Manager

Nancy Elzayat

290 Davidson Ave

Somerset, NJ 08873

Phone: 888-744-4084 ext 0272

Email: nygov@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 KnowBe4 Security Awareness Training Subscription Diamond KnowBe4 Inc. - Part#: KSATD-NF12- G Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2291	\$16.30	\$37,343.30
2 KnowBe4 PhishER Subscription KnowBe4 Inc. - Part#: PHISHERN- F12-G Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2291	\$5.59	\$12,806.69
3 KnowBe4 Compliance Plus Subscription. (Must have current KSAT Subscription to use product) KnowBe4 Inc. - Part#: CMP-NF12- G Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2291	\$4.07	\$9,324.37
Total			\$59,474.36

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Knowbe4 has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Contract #: 2026-0881

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 05/05/2026

Contact Person: [Patrick Alderson],[Sue Gross]

Contact Phone: 518-447-3033,518-447-5612

Vendor Info: Carahsoft Technology Corp

Estimated Amount: 26,055.80

Scope of Services: Legistar Annual Subscription and Open Platform Suite 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
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

DIGITAL SIGNATURE PAGE



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
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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

May 5, 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 Legistar – Granicus Annual Subscription through Carahsoft Technology Corporation. This subscription is used for the creation of Requests for Legislative Action from origination in Departments through approval by the Albany County Executive's Office for submission to the Albany County Legislature. This subscription needs to be renewed on a yearly basis and our coverage dates are 6/29/26 – 6/28/27. This Purchase Order amount is not to exceed \$26,055.80. We will be using Budget Line A91680.44021 (Computer Supplies) and the Fiscal Impact is 100% County share. This vendor is on the GSA Contract – GSA Schedule No 47QSWA18D008F.

Thank you in advance for your consideration of this request. Should you have any questions, please don't hesitate to reach out.

Sincerely,

Patrick Alderson
Patrick Alderson

Attachments

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM



TO: David Berkun
Acting Chief Information Officer
County of Albany
112 State St
Room 500
Albany, NY 12207 USA

EMAIL: david.berkun@albanycountyny.gov

PHONE: (518) 447-7277

FROM: River Deeter
Granicus at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: River.Deeter@carahsoft.com

PHONE: (571) 591-6126

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 57664646
QUOTE DATE: 01/26/2026
QUOTE EXPIRES: 06/26/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$26,055.80
TOTAL QUOTE: \$26,055.80

LINE NO.	PART NO.	DESCRIPTION	GSA PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
RENEWING SUBSCRIPTION FEES							
1	GR-E-MA-LEG	Legistar - Annual Subscription Granicus - SAS-SE-MA-LEG Start Date: 06/29/2026 End Date: 06/28/2027	\$159,663.47	\$26,055.80	GSA	1	\$26,055.80
2	SAS-SE-MA-PLF-OP-611	Open Platform Suite Each Annual Subscription Granicus - SAS-SE-MA-PLF-OP Start Date: 06/29/2026 End Date: 06/28/2027	\$53,221.15	NSP	GSA	1	\$0.00
RENEWING SUBSCRIPTION FEES SUBTOTAL:							\$26,055.80
SUBTOTAL:							\$26,055.80
TOTAL PRICE:							\$26,055.80
TOTAL QUOTE:							\$26,055.80

By issuing a Purchase Order against this quote, customer agrees to the Granicus Master Subscription Agreement at the link below:
<https://granicus.com/legal-licensing/>

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

Option year pricing is provided with the assumption that your requirements are the same as the base year. If your usage increases Granicus reserves the right to renegotiate your contract based on usage. Option year pricing does not imply usage can grow beyond your base level.

Please reference GSA Contract # on the PO
GSA MAS 8F: 47QSWA18D008F

Granicus Order Form for Albany County, NY

ORDER DETAILS

Granicus Contact: Madelyn Bedard
Email: madelyn.bedard@granicus.com
Order #: Q-516395
Prepared On: 21 Jan 2026

ORDER TERMS

Currency: USD
Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Current Subscription
End Date: 28 Jun 2026
Period of Performance: 29 Jun 2026 - 28 Jun 2027

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Legistar	Annual	1 Each
Open Platform Suite	Annual	1 Each

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-516395 dated 21 Jan 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Albany County, NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

Contract #: 2026-0882

Contract Type: standard

Contract Action: new

Procurement Type: Cooperative

Department: Information Services A1680

Date Submitted: 05/05/2026

Contact Person: [Patrick Alderson],[Sue Gross]

Contact Phone: 518-447-3033,518-447-5612

Vendor Info: CDWG

Estimated Amount: 20,993.84

Scope of Services: Adobe Software Subscription Renewals

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
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

DIGITAL SIGNATURE PAGE



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

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

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

May 5, 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 Adobe Acrobat Pro, Adobe Creative Cloud, Adobe Illustrator, Adobe Premier Pro and Adobe Photoshop Software Subscription Renewals through CDWG. These subscriptions provide county employees with tools they need to perform their daily duties. These subscriptions need to be renewed on a yearly basis and our coverage dates are 5/19/26 – 5/18/27. This Purchase Order amount is not to exceed \$20,993.84. We will be using Budget Line A91680.44021 (Computer Supplies) and the Fiscal Impact is 100% County share. This vendor is on the Sourcewell Contract 121923 CDWG-Software GOV ONLY (121923.)

Thank you in advance for your consideration of this request. Should you have any questions, please don't hesitate to reach out.

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.

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
PWJZ755	5/4/2026	ADOBE 2026 RENEWAL +2 CC LIC	6200877	\$20,993.84

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ADO ADOBE ACROBAT PRO F ENT LGA L9 Mfg. Part #: 30002125CC09A12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	111	8500158	\$102.46	\$11,373.06
ADO CC ALL APPS 4 F ENT LGA L9 Mfg. Part #: 30002230CC09A12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	8	8539747	\$954.66	\$7,637.28
ADO ILLUSTRATOR 4 F ENT LGA L9 Mfg. Part #: 30002321CC09A12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	1	8539744	\$396.70	\$396.70
ADO PREMIERE PRO 4 F ENT RNW LGA L9 Mfg. Part #: 30002440CC09A12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	2	8572218	\$396.70	\$793.40
ADO PHOTOSHOP 4 F ENT LGA L9 Mfg. Part #: 30002419CC09A12 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	2	8508021	\$396.70	\$793.40

SUBTOTAL	\$20,993.84
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$20,993.84

PURCHASER BILLING INFO	DELIVER TO
Billing Address: ALBANY COUNTY DIV OF INFO SERVICES ACCTS PAYABLE 112 STATE ST RM 500 ALBANY, NY 12207-2023 Phone: (518) 447-7140 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: ALBANY COUNTY DIV OF INFO SERVICES SUE GROSS 112 STATE ST RM 500 ALBANY, NY 12207-2023 Phone: (518) 447-7140 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ramon Vargas | (855) 822-1394 | ramon.vargas@cdwg.com

Need Help?



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Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

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.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Contract #: 2026-0765

Contract Type: standard

Contract Action: renew

Procurement Type: Other

Department: DSS - Social Services A6010

Date Submitted:

Contact Person: [Erin Stachewicz],[Tyrell Gladden],[Jennifer Depew]

Contact Phone: 518-447-7469,518-447-5510,(518)447-7300

Vendor Info: Homeless & Travelers Aid Society of the Capital District, Inc.

Estimated Amount: \$35,450

Scope of Services: HATAS Staff - Onsite DSS

Budget Line Item: AA6010.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

ERIN M. STACHEWICZ
COMMISSIONER

TYRELL L. GLADDEN
EXECUTIVE DEPUTY
COMMISSIONER

JENNIFER L. DEFEW
DEPUTY COMMISSIONER

April 28, 2026

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce A. Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department of Social Services (DSS) respectfully requests Contract Administrative Board approval to renew the short-term, stand-alone contract with the Homeless and Travelers Aid Society (HATAS) to enable a HATAS employee to work onsite at DSS.

The HATAS employee will work at the DSS Office Monday through Friday, 8:30 a.m. to 4:30 p.m., between May 1, 2026, through October 31, 2026, to support the Temporary Assistance Division in coordinating, supporting, and tracking emergency shelter services for households experiencing homelessness who are not Temporary Housing Assistance-eligible.

Sincerely,

Erin M. Stachewicz
Commissioner

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

ATTACHMENT 1

HATAS STAFF – ONSITE DSS

PURSUANT TO CONTRACT NUMBER 2025-0270

HATAS is Albany County's after-hours on-call service for individuals and families experiencing homelessness. These on-call services are not provided by any other Albany-based shelter/provider. The HATAS employee stationed at DSS has proven invaluable during the Cold Blue months to DSS and HATAS in their efforts to coordinate, support, and track emergency shelter services for households experiencing homelessness. Therefore, this short-term, stand-alone contract request seeks to continue to retain the support of the HATAS staff working onsite at DSS during non-Code Blue months (May-Oct) with available County funds.

SCHEDULE A

SCOPE OF WORK AND COMPENSATION

SCOPE OF WORK

The Homeless and Travelers Aid Society (HATAS) will assign a staff member to work onsite at the Department of Social Services (DSS) Monday through Friday, 8:30 a.m. to 4:30 p.m. The HATAS staff will support the Temporary Assistance (TA) Unit in identifying available shelter/motel space to house individuals and families experiencing homelessness and collecting and maintaining data necessary for reporting.

Specific responsibilities of the HATAS employee working onsite at DSS will include:

- Determining shelter needs for non-Temporary Housing Assistance (THA) clients
- Making referrals to temporary shelter for non-THA individuals and families
- Assisting TA staff with referrals to temporary shelter for eligible THA households
- Assisting TA staff with the provision of shelter letters for households to be placed
- Completing Coordinated Entry applications with identified individuals/families to assist them in accessing/connecting with appropriate housing and services
- Maintaining, updating and emailing the Shelter Restriction List to HATAS On-Call every workday by 4 p.m.
- Entering client data into HMIS
- Collecting and distributing daily shelter censuses and after-hours placements
- Providing weekly census of hotel/motel placements

Having HATAS staff onsite during DSS regular business hours has enhanced communication regarding daily placements and restrictions for shelter placement with the HATAS On-Call (after-hours) staff and enabled DSS to better serve and track homeless households presenting to DSS.

Sufficient funds exist in the approved 2026 Social Services budget to accommodate this request.

COMPENSATION

Per the terms of this Agreement, the County agrees to pay, and the Vendor agrees to accept a sum not to exceed **THIRTY-FIVE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND 00/100 (\$35,450.00)**.

The Department will reimburse the Vendor for expenses incurred according to the following:

1. Vendor will submit the appropriate County claim form for expenses incurred by the 13th of each month following the month of service.
2. Payment will be issued upon receipt of monthly claim forms with related documentation of actual expenditures as required by the County.
3. Under no circumstances will the Department reimburse the Vendor any amount exceeding the total specified above during the contract period.
4. The Vendor shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.

Contract #: 2026-0745

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moirra Manning],[Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-2014,518-447-4892,,,518-447-7715

Vendor Info: Artpartners-Tsehay & Company Inc

Estimated Amount: \$25,000

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

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS

112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for Artpartners-Tsehaya & Company, Inc.

DATE: April 27, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Artpartners-Tsehaya & Company Inc. for the provision of Youth Bureau Services. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of \$25,000.

Please call me at (518) 447-7531 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization with Artpartners-Tsehaya &
Company, Inc. for the Provision of Youth Bureau Services

Dear Mr. McCoy, Ms. Cunningham, and Mr. 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.) Art Partners - \$25,000

Independent living program - 100% state aid (NYS OCFS RHYA)

At its core, Artpartners-Tsehaya & Company Inc operates as a youth dance school that is "truly one of a kind." Their mission is deeply rooted in utilizing the performing arts as a "weapon for social change," offering a path for young individuals to grow, learn, and express themselves. A key highlight of their work is the provision of free dance instruction to low-income youth and families, breaking down barriers to access quality arts education and ensuring that talent and passion are nurtured regardless of economic background. This commitment to equity and accessibility makes Artpartners-Tsehaya & Co Inc a vital resource for the Albany community.

Contract #: 2026-0741

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moira Manning],[Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-2014,518-447-4892,,,518-447-7715

Vendor Info: Eden's Rose Foundation

Estimated Amount: \$41,716

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



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

DIVISION FOR CHILDREN WITH SPECIAL NEEDS

112 STATE STREET - SUITE 300

ALBANY, NEW YORK 12207

(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY

COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN

DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING

COMMISSIONER

NICOLE WARD

Deputy Commissioner

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for Eden's Rose Foundation

DATE: April 27, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Eden's Rose Foundation for the provision of Youth Bureau Services. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of \$41,716.

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 Eden's Rose Foundation for the
Provision of Youth Bureau Services

Dear Mr. McCoy, Ms. Cunningham, and Mr. 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.) Wheels Up Initiative - \$41,716

Independent living program - 100% state aid (NYS OCFS RHYA)

Wheels Up is an innovative youth engagement and STEM-enriched workforce development program based in New York's Capital District. Launched as a pilot in winter 2021, Wheels Up combines mechanical engineering education, environmental science exposure, and data-informed mentoring strategies to provide free bike repair and mobility access to underserved community members—particularly youth—while cultivating essential STEM competencies.

At the heart of the program is a hands-on mechanical engineering curriculum embedded in community bike repair clinics. Trained technicians and volunteers not only repair bikes but teach youth the physics of bicycle mechanics, torque and leverage principles, tool usage, and preventative maintenance. These experiential learning opportunities promote critical thinking, systems thinking, and applied mathematics through real-world problem solving. Participants progress toward independently maintaining and rebuilding bikes, reinforcing concepts of engineering design and peer-to-peer knowledge transfer.

Contract #: 2026-0852

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moirra Manning],[Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-2014,518-447-4892,,,518-447-7715

Vendor Info: Northeastern Association Of The Blind, Inc.

Estimated Amount: \$20,000

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

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

DIVISION FOR CHILDREN WITH SPECIAL NEEDS

112 STATE STREET - SUITE 300

ALBANY, NEW YORK 12207

(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY

COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN

DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING

COMMISSIONER

NICOLE WARD

Deputy Commissioner

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Request for Northeastern Association of the Blind, Inc.

DATE: May 1, 2026

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual agreement with Northeastern Association of the Blind, Inc. for the provision of Youth Bureau Services. The requested contract term is for October 1, 2025 – September 30, 2026, in the amount of \$20,000.

Please call me at (518) 447-7531 if you have any questions.

Enclosure

The Department for Children, Youth and Families
Justification for Contract Authorization with Northeastern Association of the
Blind, Inc. for the Provision of Youth Bureau Services

Dear Mr. McCoy, Ms. Cunningham, and Mr. 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.) NABA Youth Services - \$20,000

Independent living program - 100% state aid (NYS OCFS RHYA)

The NABA youth program provides recreational and rehabilitation programs to blind and visually impaired youth ages eight through eighteen in a 14-county service area.

A strong emphasis is placed on providing vision rehabilitation instruction as well as important opportunities for socialization and building lasting friendships. One Saturday per month, during February and April school breaks, and for two weeks each summer, the program offers a wide variety of activities on-site and throughout the community. Students get a chance to practice orientation and mobility techniques, gain confidence in advocating for themselves, and improve daily living skills.

Contract #: 2026-0864

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Parks and Recreation A7410

Date Submitted: 05/01/2026

Contact Person: [Alexandra Robert]

Contact Phone: 518-655-7947

Vendor Info: Vdo Gaming & E-Sports Education

Estimated Amount: 60000

Scope of Services: Educational E-Sports and Stem Gaming Programs

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
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: James Halios
Acting Commissioner

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: May 1, 2026

RE: RFP #2026-053
Educational E-Sports and Stem Gaming Programs

I am in receipt of your recommendation to award the aforementioned to VDO Gaming & eSports Education, LLC, in the amount to not exceed \$60,000.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of VDO Gaming & eSports Education, LLC.

Please obtain the necessary contract approval of the County Executive, so that we may issue a Notice of Award.



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Jim Halios, Acting Commissioner
Alexandra M. Robert, Deputy Commissioner

Memorandum

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

FROM: Jim Halios, Acting Commissioner

RE: Request to enter into an agreement to provide Educational E-sports and Stem Gaming Programs

DATE: May 1, 2026

Dear Mr. McCoy, Ms. Cunningham and Mr. Hidley,

The Department of Parks & Recreation respectfully request authorization for Albany County to enter into a contractual agreement with VOD Gaming & eSports Education to provide Educational E-Sports and Stem Gaming programs. The requested contract term is valid May 1, 2026 – May 1, 2027 in the amount of \$60,000.

We had two vendors respond to RFP #2026-053, VOD Gaming & eSports Education was the lowest responsive bidder and has several years of experiencing providing Educational E-Sports and stem programming in Albany County.

Please call me at 518-447-7192 if you have any questions.



RFP #2026-053: Educational E-Sports and STEM Gaming Program

Proposal Rating Worksheet

Proposer: DreamCatchers Consulting LLC

SCOTT LESLIE ACVSB

	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	
Cost of proposal	20%	2	0.4			0	0	
Program design and youth engagement	35%	3	1.05			0	0	
Previous experience in providing programming as outlined in the scope of services for youth within Albany County	35%	2	0.7			0	0	
References of similar programming provided in the past	10%	1	0.1			0	0	
TOTALS:			2.25			0	0	

NOTES:

VDO Gaming & eSports Education,

RFP #2026-053: Educational E-Sports and STEM Gaming Program

Proposal Rating Worksheet

Proposer: VDO Gaming & eSports Education, LLC

SCOTT LESLIE ACVSB

	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate
Cost of proposal	20%	4	0.8		0		0	
Program design and youth engagement	35%	4	1.4		0		0	
Previous experience in providing programming as outlined in the scope of services for youth within Albany County	35%	5	1.75		0		0	
References of similar programming provided in the past	10%	4	0.4		0		0	
TOTALS:			4.35		0		0	

NOTES:

RFP #2026-053: Educational E-Sports and STEM Gaming Program

Proposal Rating Worksheet

Proposer: DreamCatchers Consulting LLC

	A. Dott			D. Dupuy			Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score		Rate	Score	Rate	Score
Reviewer Alex Dott										
Cost of proposal	20%	2.5	0.5	0	0			0		0
Program design and youth engagement	35%	4	1.4	2	0.7			0		0
Previous experience in providing programming as outlined in the scope of services for youth within Albany County	35%	3.5	1.225	0	0			0		0
References of similar programming provided in the past	10%	4	0.4	1	0.1			0		0
TOTALS:			3.525		0.8			0		0

NOTES:

RFP #2026-053: Educational E-Sports and STEM Gaming Program

Proposal Rating Worksheet

Proposer: VDO Gaming & eSports Education, LLC

	A. Dott		D. Dupuy		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	Score
Reviewer Alex Dott								
Cost of proposal	20%	5	1	5	1		0	0
Program design and youth engagement	35%	4	1.4	5	1.75		0	0
Previous experience in providing programming as outlined in the scope of services for youth within Albany County	35%	4.5	1.575	5	1.75		0	0
References of similar programming provided in the past	10%	5	0.5	5	0.5		0	0
TOTALS:			4.475		5		0	0

NOTES:

RFP #2026-053: Educational E-Sports and STEM Gaming Program

Proposal Rating Worksheet

Proposer: DreamCatchers Consulting LLC

	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	Score
Reviewer Jim Halios								
Cost of proposal	20%	1	0.2		0		0	0
Program design and youth engagement	35%	3	1.05		0		0	0
Previous experience in providing programming as outlined in the scope of services for youth within Albany County	35%	2	0.7		0		0	0
References of similar programming provided in the past	10%	3	0.3		0		0	0
TOTALS:			2.25		0		0	0

NOTES:

RFP #2026-053: Educational E-Sports and STEM Gaming Program

Proposal Rating Worksheet

Proposer: VDO Gaming & eSports Education, LLC

	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate
Reviewer Jim Halios								
Cost of proposal	20%	5	1		0		0	
Program design and youth engagement	35%	4	1.4		0		0	
Previous experience in providing programming as outlined in the scope of services for youth within Albany County	35%	5	1.75		0		0	
References of similar programming provided in the past	10%	5	0.5		0		0	
TOTALS:			4.65		0		0	

NOTES:

Halios, James

From: Dupuy, Dalislah
Sent: Friday, April 24, 2026 9:46 AM
To: Robert, Allie
Subject: Re: Esports RFP results

	Dream	VDO
Proposal Cost	0	5
Design/Youth Engagement	2	5
Previous County Relations	0	5
References	1	5
	Total: 3/20	Total: 20/20

Hi Allie,

Here are my initial conclusions for the vendors. Please let me know if there is anything else I may submit to contribute.

D. Dupuy, M.A. (she/they)

Program Coordinator

Albany County Parks & Recreation

518-447-7091

www.albanycountyny.gov

From: Robert, Allie <Alexandra.Robert@albanycountyny.gov>
Sent: Wednesday, April 22, 2026 2:09 PM
To: Dupuy, Dalislah <Dalislah.Dupuy@albanycountyny.gov>
Subject: FW: Esports RFP results

Hey D,

Can you please grade the attached RFP and send me your grades by Monday? If you need any help or direction, please let me know!

Thank you!

-
Allie Robert
Deputy Commissioner
Albany County
Parks & Recreation
420 Western Ave
Albany, NY 12203

cell 518.949.4606
office 518.655.7947
www.albanycountyny.gov



**ALBANY COUNTY
PARKS & RECREATION**

From: Robert, Allie
Sent: Monday, April 20, 2026 4:11 PM
To: Sapak, Anna <Anna.Sapak@albanycountyny.gov>
Subject: FW: Esports RFP results

-
Allie Robert
Deputy Commissioner
Albany County
Parks & Recreation
420 Western Ave
Albany, NY 12203
cell 518.949.4606
office 518.655.7947
www.albanycountyny.gov



**ALBANY COUNTY
PARKS & RECREATION**

From: Mahon, Conner <Conner.Mahon@albanycountyny.gov>
Sent: Monday, April 20, 2026 11:46 AM
To: Robert, Allie <Alexandra.Robert@albanycountyny.gov>
Subject: Esports RFP results

Good Morning Allie,

RFP 2026-053 closed end of day on Friday. You received two proposals, one from Dark Consultancy (Dreamcatchers Consulting LLC), and VDO Gaming and eSports Education LLC.

Please see attached their proposals as well as the rating worksheet and scale.

Let me know if you have any questions or concerns.

Thank you,

Conner Mahon
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 820
Albany, NY 12207
tel 518.447.7149
fax 518.447.5588
conner.mahon@albanycountyny.gov
www.albanycounty.com

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

PARKS AND RECREATION DEPARTMENT



RFP# 2026-053

EDUCATIONAL E-SPORTS and STEM GAMING PROGRAM

**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: Educational E-Sports and STEM Gaming Program RFP NUMBER: 2026-053

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 #2026-053

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 #2026-053

Sealed Proposals for Educational E-Sports and STEM Gaming Program as requested by Albany County Department of Parks and Recreation 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, April 17, 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 April 2, 2026

Pamela O Neill
Purchasing Agent

Dated: ***March 26, 2026***
Albany, New York

PUBLISH ONE DAY – ***April 2, 2026*** -- THE EVANGELIST
PUBLISH ONE DAY – ***April 2, 2026*** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
Educational E-Sports and STEM Gaming Program
Parks and Recreation
RFP #2026-053

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, through the Department of Parks and Recreation, is soliciting proposals from qualified esports platform providers to design and deliver Educational Esports and STEM Gaming Program for youth ages 9-18.
- 1.2 This solicitation is issued as part of the County's Youth STEM Esports Programming initiative. The objective is to fund a structured, supervised program that supports youth development, strengthens youth-adult relationship skills, increases digital literacy, and integrates STEM education, career readiness, and structured esports training. The program shall also promote community engagement through organized events and competitions.
- 1.3 The selected proposer shall provide a comprehensive program combining youth development, technology education, and modern recreational programming, including the planning, coordination, and management of one or more youth-focused structured esports tournaments. All tournaments shall emphasize inclusion, sportsmanship, digital engagement and safe, responsible online behavior.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, April 17, 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 the **Department of Parks & Recreation**.
- 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 Educational Esports and STEM Gaming Programs.

- 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 Offer both beginner and advanced class curricula with project-based learning through game-based platforms for design and development. Courses should include a variety of learning opportunities
- 4.2 One-night open house to allow students to showcase for parents and community members
- 4.3 Esports Tournaments
 - a. Host 1-2 Esports Tournaments or events per year with a competitive structure suitable and appropriate for different age groups
- 4.4 Increase digital literacy and STEM engagement among Albany County residents.
- 4.5 Collaborate with regional and local resources (e.g., environmentally focused entities, Chamber of Commerce, libraries, or faith-based groups) as appropriate.
- 4.6 Promote career and educational opportunities, and awareness.
- 4.7 Program requirements
 - a. The awarded program will have weekly programming.
 - b. Guided workshops
 - c. Evolving or rotating curriculum

- d. The awardee must plan for a single one-hour information session open to all enrollees to be delivered by an Albany County Department or affiliate chosen by Albany County Parks and Recreation.
- e. The awardee shall provide a written description of how they might advertise, recruit, or promote the program in disadvantaged areas, along with their submission.
- f. If the proposed program serves a broad or varying age range, the proposer must clearly outline how participants will be grouped by age or developmental level to ensure programming is age-appropriate, safe, and engaging for all participants
- g. Include discourse on the well-being and online safety of participants

4.8 Reporting

- a. Participate in evaluation efforts or site visits as requested by County staff.
- b. Provide Albany County via Parks and Recreation with reports on program aspects, engagements, challenges, and successes. Include feedback surveys from participants.

4.9 The contractor will meet with Albany County Parks & Recreation two weeks before the first program date.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for three years and shall commence on the date of a fully executed 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; the County shall not accept partial renewals.
- 5.3 The successful Proposer shall execute a Consultant Professional Services Agreement with the County of Albany. See attached agreement.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 1, Purpose, 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 ***Parks and Recreation Department***. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Cost of proposal	20%
Program design and youth engagement	35%
Previous experience in providing programming as outlined in the scope of services for youth within Albany County	35%
References of similar programming provided in the past	10%

8.3 Proposals will be examined and evaluated by the ***Department of Parks and Recreation*** 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 NEEDED

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill

Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

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

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

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

- (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 NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: EDUCATIONAL E-SPORTS and STEM GAMING PROGRAM
RFP Number: 2026-053

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

NA

(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;

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: EDUCATIONAL E-SPORTS and STEM GAMING PROGRAM
RFP Number: 2026-053

COMPANY: DreamCatchers Consulting LLC

ADDRESS: 4912 Quarton

CITY, STATE, ZIP: Williamston MI 48895

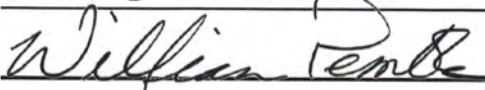
TEL. NO.: 517-245-7411

FAX NO.:

FEDERAL TAX ID NO.: 84-4469148

REPRESENTATIVE: William Pemble

E-MAIL: pemblew@dreamcatchers.tech

SIGNATURE AND TITLE 

DATE April 11, 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

CEO

Title

DreamCatchers Consulting LLC

Company Name

April 11, 2026

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF Michigan)
COUNTY OF Ingham) SS.:

On this 11 day of April, 2026, 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 DreamCatchers Consulting LLC		3. IDENTIFICATION NUMBERS a) FEIN # 84-4469148 b) DUNS # 117503991	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) https://dreamcatchers.tech/	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 4912 Quarton Williamston MI 48895		7. TELEPHONE NUMBER 517-245-7411	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name William Pemble Title CEO Telephone Number 517-245-7411 Fax Number e-mail pemblew@dreamcatchers.tech			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES I : ☐ Yes ☒ No

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

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

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

FEIN

Date _____

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 County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, 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 1010 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; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

- A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby 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 or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where 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 statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)
- 2. From an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - 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 or 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.F.R. parts 37 and 38;

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 Capital Region, including structured esports/STEM programming, partnerships with community organizations, and educational event production.

The program will be led by experienced staff with backgrounds in esports programming, youth engagement, digital literacy education, event operations, and program management. Claim to Fame Entertainment LLC's leadership team understands how to build structured, age-appropriate, safe, and engaging programming for youth ages 9–18, which the RFP specifically requires.

VDO Gaming & Esports Education LLC (100 Broadway Suite # 6 Menands NY 12204) serves as the operating site and instructional environment for Claim to Fame Entertainment LLC's esports and STEM gaming programming. The center provides an appropriate environment for supervised youth programming, technology-supported instruction, guided workshops, tournaments, and showcase-style events.

Relevant qualifications include:

- Experience delivering structured eSports and STEM programming for youth
- Experience designing both beginner and advanced learning opportunities
- Experience hosting youth-oriented events and tournaments
- Experience integrating digital literacy, online safety, and teamwork into program delivery
- Experience collaborating with local and regional partners
- Experience providing community-centered programming in Albany County
- Experience developing programs that connect gaming engagement with educational and career pathways

Professional Staff Resumes

See attached resume for

1. Michael Crossman
2. Anthony Crossman
3. John Crossman

SECTION III

References

The RFP requires at least two references from similar projects.

Reference 1

Gina Torres

Executive Director

518 Game Changers

100 Broadway, Suite 6, Menands, NY 12204

518gamechangers@gmail.com

Project Type: Youth esports/STEM programming or related community partnership

Services Provided: Program design, youth engagement, esports/STEM activities, reporting, event support

Reference 2

Mark Thurman

District Executive Director of Strategic Partnerships & Initiatives

Capital District YMCA

Former College of Saint Rose EAC, 420 Western Avenue, Albany, NY 12203

(518) 977-4130

mthurman@cdymca.org

Project Type: Youth educational programming/esports event / STEM gaming initiative

Services Provided: Structured instruction, event operations, youth development programming

Reference 3

Allie Roberts

Deputy Commissioner of Albany Parks and Recreation

Albany County Parks & Recreation

420 Western Avenue, Albany, NY 12203

(518) 655-7948

Recreation@AlbanyCountyNY.gov

Project Type: Community-based gaming, education, or youth engagement initiative
Services Provided: Workshops, tournaments, community engagement, digital literacy, youth programming

SECTION IV

Plan Implementation

The RFP requires weekly programming, beginner and advanced curriculum, guided workshops, rotating curriculum, an open house, 1–2 tournaments/events per year, outreach in disadvantaged areas, online safety content, and reporting.

Program Summary

VDO Gaming & Esports Education LLC and Claim to Fame Entertainment LLC proposes to design and deliver a structured weekly Educational E-Sports and STEM Gaming Program for Albany County youth ages 9–18. The program will combine esports, digital literacy, STEM learning, teamwork, communication, project-based activities, career awareness, and community engagement in a supervised and age-appropriate learning environment.

Program Goals

The program will support Albany County's objectives by:

- Increasing youth engagement through structured esports programming
- Strengthening digital literacy and STEM exposure
- Promoting teamwork, sportsmanship, communication, and problem-solving
- Creating positive youth-adult learning relationships
- Increasing awareness of educational and career opportunities
- Teaching online safety and responsible digital engagement
- Creating opportunities for participants to build confidence and showcase skills

Weekly Programming Structure

The program will operate on a weekly schedule and include guided workshops, hands-on learning, esports skill development, and project-based educational activities. This directly aligns with the RFP's required weekly structure.

Each session may include:

- Welcome/check-in and group briefing
- Featured lesson or workshop
- Guided hands-on STEM/esports activity
- Collaborative or competitive gameplay with instruction
- Reflection/discussion on teamwork, digital citizenship, or career themes
- Wrap-up and attendance tracking

Beginner and Advanced Curriculum

The program will offer both **beginner and advanced learning tracks** so youth can participate at appropriate skill and developmental levels. This is specifically required by the RFP.

Beginner Track may include:

- Introduction to eSports
- Team roles and communication
- Basic gameplay strategy
- Digital citizenship
- Introductory STEM/game-based problem solving
- Online safety fundamentals

Advanced Track may include:

- Competitive strategy development
- Leadership and team coordination
- Broadcast/event concepts
- Career pathway discussions
- Project-based design and development activities
- Tournament readiness and sportsmanship

Guided Workshops and Rotating Curriculum

The program will feature guided workshops and an evolving/rotating curriculum, as required by the RFP.

Sample workshop themes:

- Esports fundamentals
- Team building and communication
- Online safety and digital well-being
- Introduction to streaming/broadcast concepts
- Game-based STEM learning
- Branding and creativity in gaming
- Career awareness in technology, esports, digital media, and event production

Age Grouping

If Albany County enrolls a broad age range, participants will be grouped by age and developmental level to ensure programming remains safe, engaging, and age appropriate. This responds directly to the RFP requirement.

Suggested grouping model:

- Ages 9–12
- Ages 13–15
- Ages 16–18

If enrollment numbers change, VDO Gaming & Esports Education LLC & Claim to Fame Entertainment LLC will work with Albany County Parks and Recreation to finalize group structures before launch.

One-Hour Albany County Information Session

The program will include a single one-hour information session, open to all enrollees, delivered by an Albany County Department or an affiliate selected by Albany County Parks and Recreation. VDO Gaming & Esports Education LLC & Claim to Fame Entertainment LLC will coordinate scheduling, logistics, and participant communication for this session.

Open House / Community Showcase

VDO Gaming & Esports Education LLC and Claim to Fame Entertainment LLC will host an open house so students can showcase their work and participation to parents and community members. This event will celebrate participant progress, strengthen community engagement, and provide a positive culminating experience.

Tournaments and Events

VDO Gaming & Esports Education LLC and Claim to Fame Entertainment LLC will host 1–2 esports tournaments or events per year with age-appropriate competitive structures. Events will emphasize inclusion, sportsmanship, responsible participation, and positive youth engagement.

Tournament/event planning will include:

- Age-appropriate structure
- Rules and supervision
- Staff support
- Participant communications
- Event-day coordination
- Parent/community engagement where appropriate

Recruitment and Promotion in Disadvantaged Areas

VDO Gaming & Esports Education LLC and Claim to Fame Entertainment LLC will work with the Albany County Parks & Recreation to support recruitment and promotion efforts through targeted outreach, community relationships, local partnerships, social media,

flyer distribution, and direct communication with organizations serving youth and families in underserved communities. This written outreach approach is specifically requested in the RFP.

Recruitment strategies may include:

- Outreach through county and community partners
- Distribution of program flyers in community hubs
- Social media and digital announcements
- Collaboration with libraries, youth organizations, and neighborhood partners
- Promotion through schools, faith-based organizations, and nonprofit networks where appropriate

Online Safety and Well-Being

The program will include discussion and instruction around participant well-being, digital citizenship, sportsmanship, and online safety. This is a specific requirement in the RFP and will be integrated into weekly programming rather than treated as a one-time topic.

Topics may include:

- Safe online interaction
- Healthy gaming habits
- Respectful communication
- Cyberbullying awareness
- Responsible participation in online communities
- Personal privacy and account security

Collaboration with Regional and Local Resources

VDO Gaming & Esports Education LLC and Claim to Fame Entertainment LLC will collaborate with Albany County Parks and Recreation and, where appropriate, connect, work in partnership with local/regional resources and promote educational and career opportunities. We will also work with regional and local partners to strengthen educational value, community visibility, and career awareness.

Reporting and Evaluation

VDO Gaming & eSports LLC and Claim to Fame Entertainment LLC will provide Albany County Parks and Recreation with reports on program implementation, participation, engagement, successes, challenges, and participant feedback. The organization will also participate in evaluation efforts or site visits requested by County staff.

Reports may include:

- Enrollment and attendance

- Session summaries
- Participant engagement observations
- Challenges and adjustments
- Survey results
- Event outcomes
- Recommendations for improvement

Pre-Launch Coordination

VDO Gaming & Esports Education LLC and Claim to Fame Entertainment LLC will meet with Albany County Parks and Recreation two weeks before the first program date to review final logistics, schedule, staffing, outreach, and implementation expectations.

SECTION V

Cost Proposal

The RFP requires a cost proposal covering the services in the Purpose and Scope sections and asks proposers to detail fee structure, hourly rates, and reimbursable costs if not included in the lump sum.

Proposed Annual Fixed Fee

\$60,000 per year

Annual Line-Item Budget

Line Item	Annual Cost
Program Director / Oversight	\$9,000
Lead Instructor / Weekly Program Delivery	\$18,000
Assistant Instructor / Program Support Staff	\$6,000
Curriculum Development and Rotating Content	\$8,500
Tournament and Event Operations	\$7,500
Open House / Parent Showcase Event	\$2,500
Recruitment, Outreach, and Promotion	\$3,000
Reporting, Surveys, and Evaluation	\$3,500
Equipment / Technology / Software Usage	\$1,500
Insurance / Administrative Overhead	\$500
Total Annual Cost	\$60,000

Hourly Rates for Reference

Position / Service	Hourly Rate
Program Director	\$100/hour
Lead Instructor	\$75/hour
Assistant Instructor	\$40/hour
Curriculum Development	\$85/hour
Event / Tournament Operations	\$50/hour
Reporting / Administrative Support	\$50/hour

Reimbursable Costs

Standard operating expenses are included in the annual lump-sum fee unless Albany County requests additional services outside the agreed scope.

SECTION VI

Mandatory Documentation

The RFP requires the following documents in this section: Non-Collusive Bidding Certificate, Acknowledgment by Proposer, Vendor Responsibility Questionnaire, and Iranian Energy Divestment Certification.

Include in the following in order:

Attachment A

Non-Collusive Bidding Certificate

Signed by: John Crossman, CEO

Company: LLC

Date: 4/14/2026

Attachment B

Acknowledgment by Proposer

Completed under the appropriate legal entity section and notarized.

Legal entity: VDO Gaming & eSports Education LLC

Attachment C

Vendor Responsibility Questionnaire

Completed in full with legal business information for VDO Gaming & eSports Education LLC.

Attachment D

Iranian Energy Divestment Certification

Signed by: John Crossman, CEO

Company: VDO Gaming & eSports Education LLC

Date: 4/14/2026

Cost Proposal Form

Educational E-Sports and STEM Program

Resumes Attached

Resumes of professional staff members

Michael Crossman

Anthony Crossman

John Crossman

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

4/14/2026

Date



Signature

Owner

Title

VDO Gaming & eSports Education LLC

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

On this 11 day of April, 2026, before me personally appeared John Crossman 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.

Brandan K Houle
Notary Public, State of New York
Qualified in Schenectady County
No. 01HO0012854
Commission Expires August 28, 2027

Brandan K Houle
Notary Public, State of New York
Qualified in New York State
Commission Expires 08/28/2027

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 VDO Gaming & eSports Education LLC		3. IDENTIFICATION NUMBERS a) FEIN # 33-2152991 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.vdogaming.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 100 Broadway Suite 6 Menands, NY 12204		7. TELEPHONE NUMBER 518 365 5055	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name John Crossman Title Owner Telephone Number 518 365 5055 Fax Number e-mail johncrossman@vdogaming.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME John Crossman	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? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No 			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No 			

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

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

☐ Yes ☒ No

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

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

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

FEIN # 33-2152991

Brandon K. Howe
Printed Name
Brandon K. Howe
Signature
4/14/2026
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.

4/14/26
Date



Signature

Owner

Title

VDO Gaming & eSports Education LLC

Company Name

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: EDUCATIONAL E-SPORTS and STEM GAMING PROGRAM
RFP Number: 2026-053

COMPANY: VDO Gaming & eSports Education LLC

ADDRESS: 100 Broadway Suite 6

CITY, STATE, ZIP: TEL. Menands, NY 12204

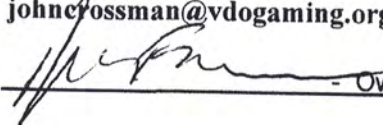
NO.: 518 365 5055 / 518 451 9333

FAX NO.:

FEDERAL TAX ID NO.: 33 - 2152991

REPRESENTATIVE: John Crossman

E-MAIL: johncrossman@vdogaming.org

SIGNATURE AND TITLE  - Owner

DATE 04/14/26

Resumes for Professional Staff

Michael Crossman

Part Owner Claim to Fame Entertainment LLC

CEO, Claim to Fame Entertainment LLC,

General Manager VDO Gaming & eSports Education,

Program Director, Educational E-Sports and STEM Gaming Program

Certified STEM Instructor

NYS Certified Mentor

Michael Crossman is the CEO of Claim to Fame Entertainment LLC and the General Manager of VDO Gaming & Esports Education LLC. He has led the development of esports, digital literacy, and STEM-related youth programming in the Capital Region and has built community partnerships that connect gaming with education, career awareness, and workforce development.

Relevant experience includes:

- Leadership of youth esports and STEM program development
- Oversight of structured gaming and digital literacy initiatives
- Design and execution of community-focused esports events and tournaments
- Partnership building with schools, county agencies, nonprofit organizations, and community stakeholders
- Program supervision, curriculum direction, and youth engagement strategy
- Experience connecting esports programming to career readiness and technology pathways

Role in County engagement:

- Executive oversight
- County coordination
- Program design supervision
- Quality assurance
- Reporting oversight
- Tournament/event oversight

Lead Instructor / Program Facilitator

Michael is an instructor/facilitator supporting esports and STEM gaming programming through Claim to Fame Entertainment LLC and VDO Gaming & Esports Education LLC. He has experience working with youth in structured learning environments and supports program instruction, project-based learning activities, guided workshops, participant engagement, and safe supervised gameplay.

Role in County engagement:

- Weekly program delivery
- Guided workshops
- Participant support
- Skill-building instruction
- Age-group facilitation

Anthony Crossman

Part Owner Claim to Fame Entertainment LLC

Chief Commercial Officer for Claim to Fame Entertainment LLC,

Business Development Manager for VDO Gaming & eSports Education,

Assistant Program Director, Educational E-Sports and STEM Gaming Program

Assistant Instructor / Program Support Staff

Certified STEM Instructor

NYS Certified Mentor

Anthony supports youth program delivery through hands-on participant assistance, lab supervision, event support, check-in/out procedures, and small-group engagement. He helps ensure a safe, organized, and positive participant experience.

Role in County engagement:

- Check-in and attendance support
- Assistant Instructor
- Small-group assistance
- Tournament/event operations support
- Participant supervision
- Parent open house support

John Crossman

Owner and Operator of VDO Gaming & eSports Education LLC which is a

- SBA Certified, Disabled Veteran-Owned Company
- NYS Certified, Disabled Veteran-Owned Company
- Certified STEM Educational Instructor
- Certified STEM.ORG Accredited Business

Chief Financial Officer of Claim to Fame Entertainment LLC

Assistant Program Director, Educational E-Sports and STEM Gaming Program

Assistant Instructor / Program Support Staff

Certified STEM Instructor

NYS Certified Mentor

First Aid / CPR / AED Certified

John is an experienced professional with a strong background in youth program support, providing hands-on assistance, supervising lab activities, and facilitating smooth event operations including check-in and check-out procedures. Skilled in creating a safe, structured, and engaging environment that promotes positive participant experiences and active involvement. He demonstrates effective group management, communication, and engagement strategies when working with students of different backgrounds. Additionally experienced in managing finances, overseeing contracts, and maintaining efficient business operations with strong organizational skills.

Role in County engagement:

- Check-in and attendance support
- Assistant Instructor
- Small-group assistance
- Tournament/event operations support
- Participant supervision
- Parent open house support

Contract #: 2026-0770

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 04/28/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: Koester Associates, Inc.

Estimated Amount: 50000.00

Scope of Services: Vogelsang 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

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 28, 2026

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

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

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: Renewal of Bid RFB-2025-035-R Vogelsang Pump Parts
Koester Associates Inc.**

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 Koester Associates, Inc., (Koester) for the supply of Vogelsang pump parts. The contract will be for a one (1) year term that is scheduled to run from May 19, 2026 through May 18, 2027. The total estimated contract value is \$50,000 for the contract term.

Fiscal Impact: 100% County Funded

Budget Line Item: G98130.44070

A copy of the renewal Koester's renewal confirmation form is enclosed.

Should you have any questions please feel free to contact me at 518-447-1617

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Koester Renewal Confirmation

cc: Wesley Hartmann, Senior Operations Analyst
Quentin Trahan-Crudo, Budget Analyst

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

RE: BID # RFB-2025-035
Vogelsang Pump Parts

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID # RFB-2025-035 AND WILL HOLD
AWARDED BID PRICES THROUGH May 18, 2027
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Koester Associates

REPRESENTATIVE: Erika Sumner

TELEPHONE # 315-697-3800

FAX #: 315-697-3888

SIGNATURE: Erika Sumner

PLEASE RETURN THIS FORM BY FAX OR EMAIL
TO CONNER MAHON @conner.mahon@albanycountyny.gov or 518-447-7149.

Contract #: 2026-0762

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Public Works Maintenance of Roads and Bridges D5110

Date Submitted: 04/28/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: All States Construction, Inc. d/b/a Gorman Construction

Estimated Amount: 150862.25

Scope of Services: Joint and Crack Sealing of County Roads

Budget Line Item: D5110.44075

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

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 27, 2026

Re: 2026 Joint and Crack Sealing Contract

The Public Works Department is requesting the approval to enter into a contract with All States Construction, Inc. d/b/a Gorman Construction for the Joint and Crack Sealing of various County Roads. All States Construction, Inc. d/b/a Gorman Construction is a vendor listed on the NYS OGS Liquid Bituminous Materials Contract Award #23428 / Group 31555. The term of this contract will be from June 1, 2026 through December 31, 2026. Budget Line D5110.44075 Bridge and Road Material will be used for the contract amount not to exceed \$ \$150,862.25.

This is the tenth year the County has used this method of pavement preservation. Crack sealing prolongs pavement life by preventing water penetration which accelerates pavement deterioration.

If you have any questions, please 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 M. Ramundo, Commissioner

Date: April 27, 2026

RE: Crack Sealing-NYS Contract

Public Works is requesting approval to utilize NYS Contract Award 23428 Group 31555 for Comprehensive Liquid Bituminous Material (Joint and Crack Filler/Sealer) with All States Construction, Inc. dba Gorman Construction for an amount not to exceed \$150,862.250.

If you have any questions or further information is needed, please let me know.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 28, 2026

RE: Crack Sealing NYS Contract

I am in receipt of your recommendation to award the aforementioned to All States Construction, Inc. dba Gorman Construction in the amount of \$150,862.25.

As All States Construction Inc. dba Gorman Construction has a current NYS Contract PC70942, Group#31555 Award#23482, 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.

GROUP 31555 - AWARD 23428 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: April / 28 / 2026

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County DPW

Project Name: Crackseal Quick Quote #

Project Location: Albany County

Type of Bituminous Material Required:

Item/Grade/Option: Plastic Joint - ASTM D6690 Type II - Option 2

Please, make sure to select the correct units according to the material and the option.

Estimated Total Quantity Required: 4,675.000 in Gallons

Additional Items (indicate if required):

☒ Work Zone Traffic Control by Contractor Required

☐ One-way Roadway ☒ Two-way Roadway

☐ Additional Flaggers Required Number of Additional Flaggers

☐ Pilot Vehicle Required Number of Pilot Vehicles

☐ OCP Insurance Required (in the case of a project)

GROUP 31555 - AWARD 23428 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER

Anticipated Project Start Date:

Agency/User Contact:

Agency/User Telephone:

Quick Quote must be returned by:

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

GROUP 31555 - AWARD 23428 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: Crackseal Quick Quote # 0

Contractor & PC #: PC70942 - All States Construction, Inc., dba Gorman Construction

Plant Location: 446 NY-161 Amsterdam, NY 12010 Plant #: L0203

Estimated Haul Distance: Miles Telephone:

Estimated Number of Days or Hours to Complete the Project

Only for the options including material price in gallons

A. Price per gallon of Material = \$20.050 per Gallon
Material Price Adjustment Calculation for the Month of: **April / 2026**
B. Monthly Binder Price Adjustment per Gallon = \$0.220
C. Material Price including Price Adjustment (A + B) = \$20.270 per Gallon
D. Total Gallons = 4,675.000 Gallons
E. **Total Material Cost (C x D) = \$94,762.250**

Only for Rout, Clean & Seal Application Method - ASTM D6690 Type II - Option 3:

F. Price per Linear Foot of Material = per LF
Material Price Adjustment Calculation for the Month of: **April / 2026**
G. Monthly Binder Price Adjustment per Linear Foot =
H. Material Price including Price Adjustment (F + G) = \$0.000 per Linear Foot
I. Total Linear Feet = LF
J. **Total Material Cost (H x I) = \$0.000**

Only for the options including material price in pounds

K. Price per Pound of Material = per Pound
Material Price Adjustment Calculation for the Month of: **April / 2026**
L. Monthly Binder Price Adjustment per Pound =
M. Material Price including Price Adjustment (K + L) = \$0.000 per Pound
N. Total Pounds = Pounds
O. **Total Material Cost (M x N) = \$0.000**

GROUP 31555 - AWARD 23428 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: Crackseal Quick Quote # 0

Additional Items:

Price Work Zone Traffic Control =	<u>\$12.000</u>	per	<u>Gallons</u>
Total Gallons =	<u>4,675.000</u>		
P. Total Price Work Zone Traffic Control =	\$56,100.000		

Price Additional Flagger(s) per Day =	<u>\$1,605.000</u>		
Number of Additional Flagger(s) =	<u></u>	Number of Days =	<u></u>
Q. Total Price Additional Flagger(s) =	\$0.000		

Price Pilot Vehicle per Day =	<u></u>		
Number of Days =	<u></u>	Number of Vehicles =	<u></u>
R. Total Price Pilot Vehicle =	\$0.000		

S. OCP Insurance =	<u></u>		
---------------------------	---------	--	--

T. Total Amount for Additional Items (P thru S) =	\$56,100.000		
--	---------------------	--	--

Project's Total Cost including all the Price Adjustments for: April / 2026

Project's Total Cost including Price Adjustment (E+J+O+T) =	\$150,862.250
--	----------------------

Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Dane Mellon Date 4/28/26

Contractor Signature Dane Mellon

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Contract #: 2026-0769

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Public Works Administration D5010

Date Submitted: 04/30/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: InfraHub

Estimated Amount: 39150

Scope of Services: Road Surveying Technology

Budget Line Item: D95110.44046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE



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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 30, 2026

Re: ROAD AI - Infrahub

The Public Works Department respectfully requests approval to enter into a contract with Infrahub for the purchase of AI Road Surveying Technology. This procurement will piggyback on the existing City of Albany contract in an amount not to exceed \$39,150.00. The purchase will replace DPW's current contract with ROAD AI – Vaisala, which is scheduled to expire on July 2, 2026.

A security review has been completed by the Albany County Information Technology team and DPW was given permission to proceed.

Should you have any questions or require further information, please do not hesitate to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
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(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa Ramundo, Commissioner

DATE: April 16, 2026

RE: Recommendation for AI Road Surveying Technology

The Department of Public Works recommends the purchase of AI Road Surveying Technology from Infracore. This procurement will piggyback on the existing City of Albany contract in an amount not to exceed \$39,150.00. The purchase will replace DPW's current contract with ROAD AI – Vaisala, which is scheduled to expire on July 2, 2026.

A security review has been completed by the Albany County Information Technology team and DPW was given permission to proceed.

Should you have any questions or require further information, please do not hesitate to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Albany County Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 30, 2026

RE: Piggyback of City of Albany's RFP #2025-25, Pavement Assessment Software and Related Professional Services

I am in receipt of your recommendation to award the aforementioned to InfraHub in the amount of \$39,150.000.

Upon review, the County can piggyback off the above-mentioned RFP performed by the City of Albany.

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, NY

Albany County

Lisa Ramundo

lisa.ramundo@albanycountyny.gov

Rosa Tirino

rosa.tirino@albanycountyny.gov

Reference: 20260225-163532147

Quote created: February 25, 2026

Quote expires: May 26, 2026

Quote created by: Andrew Raymond

andrew@infrahub.ai

Comments from Andrew Raymond

Data collection for pavement condition assessment to begin July 3rd, 2026 (or as otherwise agreed by InfraHub and Albany County).

InfraHub Data Collection Service is optional, but recommended for new customers.

Products & Services

Item & Description	Quantity	Unit Price	Total
InfraHub PCI Assessment Identification, classification, and geolocation of PCI distresses to calculate PCI scores, priced per centerline mile	290	\$100.00	\$29,000.00
InfraHub Data Collection Service Collection of video and GPS data across client roadway network using an InfraHub vehicle and equipment, priced per centerline mile	290	\$15.00	\$4,350.00
InfraHub Guardrail Inventory Digital mapping and assessment of guardrails, priced per centerline mile	290	\$10.00	\$2,900.00

Item & Description	Quantity	Unit Price	Total
InfraHub Road Sign Inventory	290	\$10.00	\$2,900.00
Digital mapping and assessment of road signs, priced per centerline mile			
One-time subtotal			\$39,150.00
Total			\$39,150.00

Purchase terms

Renewal term is one year from delivery of pavement condition assessment data

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Payment Schedule

Name	Due	Amount
Data Collection Service	Upon Completion of Data Capture	\$4,350.00

Name	Due	Amount
Pavement Assessment	Upon Delivery of Pavement Assessment	\$29,000.00
Asset Inventories	Upon Deliver of Asset Inventories	\$5,800.00

Questions? Contact me



Andrew Raymond
andrew@infrahub.ai

InfraHub
156 2nd Street
201
San Francisco, CA 94105
USA

Contract #: 2026-0759

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works D5010

Date Submitted: 04/28/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Tracey Road Equipment

Estimated Amount: 27000

Scope of Services: Purchase a Felling Trailer

Budget Line Item: HHTH

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE



COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: April 28, 2026

Re: Purchase of Felling Trailer

The Department of Public Works (DPW) recommends the purchase of one (1) Felling trailer from Tracey Road for a total amount of \$27,000.00.

Following the initial release of RFB #2026-051, the Purchasing Department received three (3) responses; however, none met the specifications outlined by DPW. Upon reissuing the bid, one (1) response was received. After careful evaluation of the submission, DPW recommends awarding the purchase to Tracey Road.

Felling trailers are used for transporting heavy construction equipment, landscaping machinery, and utility tools across industries like construction, rental, and municipal services. They are specialized for loading low-clearance equipment (such as rollers, pavers, and scissor lifts) using tilt beds, hydraulic tails, or drop-deck designs

Please feel free to contact my office should you have any questions or require additional information.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
Deputy Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 28, 2026

RE: RFQ-2026-084 Felling Trailer purchase

I am in receipt of your recommendation to award the aforementioned to Tracey Road Equipment in the amount of \$27,000.00.

As Tracey Road Equipment is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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LISA M. RAMUNDO
COMMISSIONER

SCOTT DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Scott Duncan, Deputy Commissioner
DATE: April 28, 2026
RE: Purchase of a Felling Trailer RFB#2026-051

The Department of Public Works (DPW) recommends the purchase of one (1) Felling trailer from Tracey Road for a total amount of \$27,000.00.

Following the initial release of RFB #2026-051, the Purchasing Department received three (3) responses; however, none met the specifications outlined by DPW. Upon reissuing the bid, one (1) response was received. After careful evaluation of the submission, DPW recommends awarding the purchase to Tracey Road.

Please feel free to contact my office should you have any questions or require additional information.

RFQ # 2026-084 Felling Trailer

Tracey Road Equipment

<u>Item Description</u>	<u>Price</u>
Total Cost	\$27,000.00
Make/Model	Felling FT-16-2 T Trailer

|

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

Form B (Chassis/Body): Mini-Bid Response
(Response Summary)

Revision Date: 10/17/23

See the "Instructions and Definitions" worksheet for general form instructions. Cells below will be black-colored until Question 1.1 and 1.2 are answered. Complete all yellow-colored cells. Failure to enter a response in a yellow-colored cell may result in the Mini-Bid Response being deemed non-responsive and in the disqualification of the Mini-Bid response.

Part A: Mini-Bid and Contractor Information	
1.0 Mini-Bid Questions	Contractor Response
1.1 Mini-Bid Reference Number (e.g. T15060001; see Form A (Chassis/Body): Mini-Bid Request)	RFQ 2026-084
1.2 Number of Items Included in this Mini-Bid (see Form A (Chassis/Body): Mini-Bid Request) <i>(click on yellow cell and use drop-down menu)</i>	1
2.0 Contractor Information	
2.1 Full Legal Business Name, including DBA if applicable	TRACEY ROAD EQUIPMENT, INC
2.1 OGS Contract Number (e.g., PC12345)	PC68966
2.3 Federal Employer Identification Number / FEIN (e.g. 14-1234567)	16-1058204
2.4 NYS Vendor ID Number (e.g., 1000012345)	100007710
3.0 Primary Contact Information	
3.1 Contact Name	JENNIFER KENT
3.2 Contact Email	JKENT@TRACEYROAD.COM
3.3 Contact Phone (1)	(315)350-2076
3.4 Contact Phone (2)	(315)437-1471
4.0 Secondary Contact Information	
4.1 Contact Name	MATT BRAYMAN
4.2 Contact Email	MBRAYMAN@TRACEYROAD.COM
4.3 Contact Phone (1)	(518)365-5902
4.4 Contact Phone (2)	

Part B: Mini-Bid Response Summary

Part B: Mini-Bid Response Summary shall be automatically populated, based on Contractor input on the "Item" worksheets. Cells in each Item Row will be black-colored until a number of items is indicated in Question 1.1 above. After a number of items is selected, the corresponding Rows will be unhidden. If "Enter Pricing" appears in a Row for an item, that indicates that the pricing for that Vehicle (Chassis, Body) on the applicable "Item" worksheet has not been completed by the Contractor. In order to submit a responsive Mini-Bid response, all requested information for all items included in the Mini-Bid Request should be entered on the applicable "Item" worksheet.

If "Enter Pricing" appears in the "Grand Total Price for Mini-Bid" cell (Cell R39), that indicates that all required pricing information has not been entered by the Contractor on the applicable "Item" worksheet. Failure to enter all required pricing information for an item shall deem the Mini-Bid response for that item non-responsive and shall result in the rejection of the Mini-Bid Response for the Mini-Bid.

Item	Chassis Model Year	Chassis Make	Chassis Model Code	Chassis Model Code	Total Price for Mini-Bid (Chassis)	NYS Base Price (Chassis)	NYS Discount (Chassis)	Total # of Chassis	Body Model Year	Body Make	Body Model Code	Body Model Code	Total # of Bodies	NYS Base Price (Body)	Total Price For Mini-Bid (Bodies)	Grand Total Price for Mini-Bid for Item
Item 1					\$0.00				2026	FELLING	FT-16-2 T	FT-16-2 T	1	\$27,000.00	\$27,000.00	\$27,000.00
Item 2																

Item 3			
Item 4			
Item 5			
Item 6			
Item 7			
Item 8			
Item 9			
Item 10			
Item 11			
Item 12			
Grand Total Price for Mini-Bid (the dollar amount used to evaluate the Mini-Bid):		\$27,000.00	

Group 40500-23166, VEHICLES, Class 1-8 Form B (Chassis/Body): Mini-Bid Response (Item 1)

Revision Date: 10/17/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor: TRACEY ROAD EQUIPMENT, INC

Part A: Mini-Bid Information		Contractor Response
1.0	Mini-Bid Questions	
1.0	Mini-Bid Reference Number from Form A (Chassis/Body Combination): Mini-Bid Request (e.g. 15060001)	RFQ-2026-084
1.1	Item Number for this Mini-Bid	Item 1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
2.0	Vehicle Questions	
2.1	What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response? <i>[click on yellow box and use drop-down menu]</i> (Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)	Body only (Contractor will not be required to coordinate installation of a Chassis on the awarded Body)
2.2	Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination? <i>[click on yellow box and use drop-down menu]</i>	Built to Specifications

2.3	Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? [Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]	Yes
2.4	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? [Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]	Yes
2.5	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	185
2.6	Enter the Final Order Date for the Vehicles offered for the Mini-Bid (Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).	N/A

Part B: Vehicle(s) Offered for Mini-Bid

[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]

1.0	Chassis Information	Contractor Response
1.1	Chassis Model Year	
1.2	Chassis Make (e.g., Ford, International, Freightliner)	
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	
1.5	Chassis provider business name (i.e., Contractor or third-party).	
1.6	Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
2.0	Body Information	
2.1	Body Model Year	2026
2.2	Body Make (e.g., Viking, Gallion)	FELLING
2.3	Body Model (e.g., Proline, 450U)	FT-16-2 T
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	FT-16-2 T
2.5	Body provider business name (i.e., Contractor or third-party).	FELLING TRAILERS, INC
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A

Part C: Additional Information

1.0	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
	N/A

Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

Complete Vehicle: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.

Chassis Only: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."

Body Only: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."

1.0	Chassis Price Worksheet	Price
1.1	NYS Base MSRP (Chassis)	
1.2	NYS Discount (Chassis) [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	
1.3	NYS Base Price (Chassis) [Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].	\$0.00
1.4	NYS Aftermarket Components Price (Chassis) [If there are no Aftermarket Components, leave blank]	
1.5	NYS Price For Vehicle (Chassis) [Automatically calculated: NYS Base Price (Chassis) plus the NYS Aftermarket Components Price (Chassis)].	\$0.00
1.6	Number of Vehicles (Chassis) [This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]	

1.7	Total Price For Mini-Bid (Chassis) [Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].	Enter Pricing or Number of Chassis
2.0	Body Price Worksheet	Price
2.1	NYS Base Price (Body)	\$27,000.00
2.2	NYS Aftermarket Components Price (Body) [If there are no Aftermarket Components, leave blank]	
2.3	NYS Price For Vehicle (Body) [Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].	\$27,000.00
2.4	Number of Vehicles (Body) [This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]	1
2.5	Total Price For Mini-Bid (Bodies) [Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].	\$27,000.00
3.0	Grand Total Price For Mini-Bid for Item	Price
	Grand Total Price For Mini-Bid for Item [Automatically calculated as the sum of the following]: 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable	\$27,000.00

ATTENTION: Matt Brayman

Ship To:
Tracey Road Equipment
115 Railroad Ave
Albany, New York 12205

Phone:
866-740-8853
FAX:

Customer Info

Bill to:
Tracey Road Equipment
6803 Manlius Center RD
East Syracuse, New York 13057

Reference No: **283533TJW**

Customer Unit/Stock:
Phone:
315-437-1471
FAX:

PO#
Quote Date 04/20/2026
Order Date
Order Status Quote

Sales Person Terry Wojick

Appx Completion 25 (weeks)
Other Charge
Product ID FT-16-2 T Deck Over - Tilt
Serial No

Shipping Notes:

Notes: Mini Bid # RFQ-2026-084. Albany County DPW

Drawing No:
Copy No:
Part No:
MRP No:
Smart No: 52530

OVL Length: 30
Appx Wgt +/-:
6,200 lbs

Item Type	Options	Description	Add Qty	Unit	Total Qty
Base Trailer		FT-16-2 T		Each	0
Deck Length		Add Tilt Deck Length (Includes Approx. 12" Approach Plate)		Feet	25
Deck Type		White Oak 2" Nom		Std	1
Appx Deck Height		35" Loaded		Inches	1
Width		102" OD		Feet	25
Tie Downs		D-Rings, 1" ** Bent ** Standard-No Stationary Platform		Each	8
Brakes		Electric, FSA (Fwd Self Adj) On All Axles		Std	1
Axles		8K Oil Bath Straight		Std	2
Suspension		Spring, 36" Spread		Std	1
Tires & Wheels		215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel		Each	4
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5
Hitch Type		3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb Plate Mount (3/4" Bolt)		Opt	1
Jack		12K w/ Spring Loaded Drop Leg, Side Wind		Std	1
Plug		7 Pole RV		Std	1
Lights		LED Lights (Peterson), Sealed Wiring Harness (Sealco)		Std	1
Trailer Color	✓	Galvanized (Black Felling Decal) ** 3 Weeks already added to Lead Time **		LBS	6200
Stripe Color	✓	None		Opt	1
Standard		Tool Tray		Std	1
Standard		Locking Tilt Valve		Std	1
Standard		3/8" Safety Chains, Grade 70		Std	1
Standard		Document Holder		Std	1
Standard		2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside		Std	2
Standard		Single Self Actuating Hydraulic Cushion Cylinder		Std	1
GVWR		18,400 lbs		Std	1



MSO's are not released until
Payment Received



****FOB IF NO FREIGHT charged****

**** FET Tax may apply on 26,000 lb GVWR
and above ****

Please sign and date your acceptance of this quote:

***** PRICING MAY INCLUDE A TARIFF SURCHARGE AT TIME OF INVOICE *****

Contract #: 2026-0592

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works Administration D5010

Date Submitted: 04/08/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Lightle Enterprises of Ohio, LLC

Estimated Amount: 126008.02

Scope of Services: Purchase County Road Signs

Budget Line Item: HHT35197.22000R

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE



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DEPARTMENT OF PUBLIC WORKS
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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 17, 2026

Re: Purchase of County Road Signs

The Public Works Department respectfully requests approval to purchase county road signs from Lightle Enterprises of Ohio, the lowest responsible bidder under RFB #2026-038. Funding for this purchase will be drawn from Capital Budget Account HHT35197.22000R, with a total cost not to exceed \$126,008.02.

The acquisition of new county road signs is necessary to maintain roadway safety, comply with legal and regulatory standards, and ensure proper visibility for motorists. This purchase will primarily support the replacement of faded, damaged, or otherwise deteriorated signs. While some signage may exceed expected longevity, the typical service life of modern road signs ranges from seven to ten years.

In addition to replacement needs, this purchase will allow the Department to maintain an adequate inventory of signs, reducing delays associated with ordering and installation. Maintaining on-hand inventory is particularly important given federal requirements that critical regulatory signs—such as stop, yield, and other traffic control signs—be replaced within hours of being identified as missing or damaged, to minimize potential liability.

Immediate replacement is also necessary for signs impacted by vandalism, including graffiti, as well as theft. Furthermore, severe weather events can bend, damage, or destroy signage, requiring prompt attention to ensure continued roadway safety.

Overall, this investment will enhance public safety, support regulatory compliance, and improve the Department's responsiveness to maintenance needs.

Your consideration and approval of this request are respectfully requested.



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: Pamela O'Neill, Purchasing Agent

From: Lisa M. Ramundo, Commissioner

Date: April 8, 2026

Re: Recommendation to Purchase County Road Signs RFB#2026-038

The Public Works Department is recommending Lightle Enterprises of Ohio for the purchase of County Road Signs. Lightle Enterprises of Ohio is the lowest bidder on RFB#2026-038. Capital Budget account Budget Line HHT35197.22000R will be used for the purchase and shall not exceed \$126,008.02.



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: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 17, 2026

RE: RFB#2026-038

I am in receipt of your recommendation to award the aforementioned to Lightle Enterprises of Ohio in the not to exceed amount of \$126,008.02.

As Lightle Enterprises of Ohio is the lowest responsible and responsive vendor of the three (3) bids received, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES
PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Department of Public Works

FROM: Tina King
Purchasing

DATE: April 8, 2026

RE: Request for Bids # 2026-038
County Road Signs

Enclosed please find the tabulation of bids received for your RFB #2026-038, County Road Signs. Three (3) bids were received from Lightle Enterprises of Ohio, Osburn Associates and Sign Solutions. Please review and return your recommendation for award to the Purchasing Agent.

Official award notification will occur only when your department and purchasing agree on the vendor selection. This selection process should include the department head or, at minimum, the department head should be aware of the vendor selection.

Please do not forward to approving bodies or notify vendors until the above has been completed.

Please contact me if you require any additional information, or if I can be of further assistance.

enc.

Albany County Awarded Bid Pricing
12/8/2025

Code	Text	Color	Width	Height	Quantity	Lightle	
						Unit Price	Extended Price
M1-6 1	Albany County 1	Yellow on Blue	24	24	30	\$35.00	\$1,050.00
M1-6 11	Albany County 11	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 12	Albany County 12	Yellow on Blue	24	24	14	\$35.00	\$490.00
M1-6 13	Albany County 13	Yellow on Blue	24	24	14	\$35.00	\$490.00
M1-6 14	Albany County 14	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 2	Albany County 2	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 3	Albany County 3	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 52	Albany County 52	Yellow on Blue	24	24	16	\$35.00	\$560.00
M1-6 53	Albany County 53	Yellow on Blue	24	24	15	\$35.00	\$525.00
M1-6 54	Albany County 54	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 55	Albany County 55	Yellow on Blue	24	24	15	\$35.00	\$525.00
M1-6 6	Albany County 6	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 9	Albany County 9	Yellow on Blue	24	24	15	\$35.00	\$525.00
M4-6	End	Yellow on Blue	24	12	20	\$17.50	\$350.00
M4-9L	Detour left	Black on Orange	30	24	10	\$42.00	\$420.00
M4-9R	Detour right	Black on Orange	30	24	10	\$42.00	\$420.00
M4-9S	Detour straight	Black on Orange	30	24	10	\$42.00	\$420.00
M5-2L	Adv turn arrow left 45°	Yellow on Blue	21	15	8	\$19.17	\$153.36
M5-2R	Adv turn arrow right 45°	Yellow on Blue	21	15	8	\$19.17	\$153.36
M6-2L	Diag Left arrow	Yellow on Blue	21	15	10	\$19.17	\$191.70
M6-2R	Diag Right arrow	Yellow on Blue	21	15	10	\$19.17	\$191.70
M6-6L	Rt angle double arrow ahd/Lt	Yellow on Blue	21	15	10	\$19.17	\$191.70
NYM3-1	NY State Rte 85	Black on White	24	24	8	\$33.60	\$268.80
NYM4-2 101	Albany County 101	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 102	Albany County 102	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 103	Albany County 103	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 106	Albany County 106	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 108	Albany County 108	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 109	Albany County 109	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 111	Albany County 111	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 112	Albany County 112	Yellow on Blue	30	24	8	\$43.75	\$350.00
NYM4-2 151	Albany County 151	Yellow on Blue	30	24	30	\$43.75	\$1,312.50
NYM4-2 152	Albany County 152	Yellow on Blue	30	24	16	\$43.75	\$700.00
NYM4-2 153	Albany County 153	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 154	Albany County 154	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 155	Albany County 155	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 156	Albany County 156	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 157	Albany County 157	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 160	Albany County 160	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 163	Albany County 163	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 201	Albany County 201	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 202	Albany County 202	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 203	Albany County 203	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 204	Albany County 204	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 208	Albany County 208	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 252	Albany County 252	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 253	Albany County 253	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 254	Albany County 254	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 255	Albany County 255	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 256	Albany County 256	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 260	Albany County 260	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 261	Albany County 261	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 262	Albany County 262	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 301	Albany County 301	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 303	Albany County 303	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 306	Albany County 306	Yellow on Blue	30	24	14	\$43.75	\$612.50
NYM4-2 307	Albany County 307	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 308	Albany County 308	Yellow on Blue	30	24	10	\$43.75	\$437.50

Albany County Awarded Bid Pricing
12/8/2025

Code	Text	Color	Width	Height	Quantity	Lightle	
						Unit Price	Extended Price
M1-6 1	Albany County 1	Yellow on Blue	24	24	30	\$35.00	\$1,050.00
M1-6 11	Albany County 11	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 12	Albany County 12	Yellow on Blue	24	24	14	\$35.00	\$490.00
NYM4-2 311	Albany County 311	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 312	Albany County 312	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 351	Albany County 351	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 352	Albany County 352	Yellow on Blue	30	24	12	\$43.75	\$525.00
NYM4-2 353	Albany County 353	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 354	Albany County 354	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 357	Albany County 357	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 358	Albany County 358	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 359	Albany County 359	Yellow on Blue	30	24	9	\$43.75	\$393.75
NYM4-2 360	Albany County 360	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 362	Albany County 362	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 401	Albany County 401	Yellow on Blue	30	24	12	\$43.75	\$525.00
NYM4-2 402	Albany County 402	Yellow on Blue	30	24	16	\$43.75	\$700.00
NYM4-2 403	Albany County 403	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 404	Albany County 404	Yellow on Blue	30	24	12	\$43.75	\$525.00
NYM4-2 405	Albany County 405	Yellow on Blue	30	24	20	\$43.75	\$875.00
NYM4-2 406	Albany County 406	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 408	Albany County 408	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 409	Albany County 409	Yellow on Blue	30	24	9	\$43.75	\$393.75
NYM4-2 410	Albany County 410	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYM4-2 411	Albany County 411	Yellow on Blue	30	24	11	\$43.75	\$481.25
NYM4-2 412	Albany County 412	Yellow on Blue	30	24	15	\$43.75	\$656.25
NYM4-2 413	Albany County 413	Yellow on Blue	30	24	10	\$43.75	\$437.50
NYM4-2 414	Albany County 414	Yellow on Blue	30	24	6	\$43.75	\$262.50
NYR9-2	State Law: Stop for School Bus	Black on White	24	36	10	\$50.40	\$504.00
NYW5-16 Drwy	Driveway	Black on Yellow	24	12	20	\$16.80	\$336.00
NYW7-4C	Children at Play	Black on Yellow	30	30	20	\$52.50	\$1,050.00
R1-1 18 *	Stop 18" (trail use)	White on Red	18	18	20	\$18.90	\$378.00
R1-1 30 *	Stop 30 inch	White on Red	30	30	60	\$52.50	\$3,150.00
R1-1 36 *	Stop 36 inch	White on Red	36	36	40	\$75.60	\$3,024.00
R2-1 30	Speed limit 30	Black on White	24	30	20	\$42.00	\$840.00
R2-1 45	Speed limit 45	Black on White	24	30	30	\$42.00	\$1,260.00
R4-7	Keep Right symbol	Black on White	24	30	20	\$42.00	\$840.00
S3-1 *	School bus stop ahead symbol	Black on FYG	36	36	50	\$85.95	\$4,297.50
W10-1	Railroad ahead	Black on Yellow	36	36	10	\$75.60	\$756.00
W1-10L curve	Left curve with intersection sign	Black on Yellow	36	36	5	\$75.60	\$378.00
W1-10L turn	Left turn with intersection sign	Black on Yellow	36	36	15	\$75.60	\$1,134.00
W1-10R curve	Right curve with intersection sign	Black on Yellow	36	36	5	\$75.60	\$378.00
W1-10R turn	Right turn with intersection sign	Black on Yellow	36	36	15	\$75.60	\$1,134.00
W11-10	Trucks	Black on Yellow	30	30	20	\$52.50	\$1,050.00
W11-15	Trail (ped/bike) crossing	Black on FYG	30	30	20	\$59.69	\$1,193.80
W11-2	Ped crossing	Black on FYG	30	30	40	\$59.69	\$2,387.60
W11-2	Ped crossing O/S	Black on FYG	36	36	20	\$85.95	\$1,719.00
W11-5	Tractor	Black on Yellow	30	30	40	\$52.50	\$2,100.00
W1-2L	Left Curve	Black on Yellow	30	30	40	\$52.50	\$2,100.00
W1-2R	Right Curve	Black on Yellow	30	30	45	\$52.50	\$2,362.50
W13-1P	Advisory speed - 30 mph	Black on Yellow	18	18	10	\$18.90	\$189.00
W13-1P 20	Advisory speed - 20 mph	Black on Yellow	18	18	10	\$18.90	\$189.00
W13-1P 35	Advisory speed - 35 mph	Black on Yellow	18	18	30	\$18.90	\$567.00
W13-1P 45	Advisory speed - 45 mph	Black on Yellow	18	18	30	\$18.90	\$567.00
W1-6	large arrow	Black on Yellow	48	24	30	\$67.20	\$2,016.00
W16-7P	Daig. Dwn arrow left	Black on FYG	24	12	20	\$19.10	\$382.00
W16-7Pr	Daig. Dwn arrow right	Black on FYG	24	12	10	\$19.10	\$191.00
W1-8	Chevron - 18x24	Black on Yellow	18	24	200	\$25.20	\$5,040.00
W1-8	Chevron - 24x30	Black on Yellow	24	30	50	\$42.00	\$2,100.00

Albany County Awarded Bid Pricing
12/8/2025

						Lightle	
Code	Text	Color	Width	Height	Quantity	Unit Price	Extended Price
M1-6 1	Albany County 1	Yellow on Blue	24	24	30	\$35.00	\$1,050.00
M1-6 11	Albany County 11	Yellow on Blue	24	24	10	\$35.00	\$350.00
M1-6 12	Albany County 12	Yellow on Blue	24	24	14	\$35.00	\$490.00
W2-2	Sideroad	Black on Yellow	30	30	130	\$52.50	\$6,825.00
W2-6	Roundabout	Black on Yellow	30	30	20	\$52.50	\$1,050.00
W2-8	Two sideroads	Black on Yellow	30	30	10	\$52.50	\$525.00
W3-1	Stop Ahead symbol	Black on Yellow	36	36	100	\$75.60	\$7,560.00
W3-5 30	Speed limit ahead 30 mph	Black on Yellow	36	36	10	\$75.60	\$756.00
W3-5 40	Speed limit ahead 40	Black on Yellow	36	36	10	\$75.60	\$756.00
W3-5 45	Speed limit ahead 45	Black on Yellow	36	36	10	\$75.60	\$756.00
W7-1	Hill	Black on Yellow	30	30	20	\$52.50	\$1,050.00
W7-3aP 1 1/2	Next 1 1/2 miles	Black on Yellow	24	18	15	\$25.20	\$378.00
W7-3aP 1/2	Next 1 mile	Black on Yellow	24	18	10	\$25.20	\$252.00
W7-3aP 1/2	Next 1/2 mile	Black on Yellow	24	18	10	\$25.20	\$252.00
W7-3aP 1/4	Next 1/4 mile	Black on Yellow	24	18	15	\$25.20	\$378.00
W7-3aP 2	Next 2 miles	Black on Yellow	24	18	15	\$25.20	\$378.00
W7-3aP 3	Next 3 miles	Black on Yellow	24	18	15	\$25.20	\$378.00
W8-1	Bump		24	24	20		\$0.00
Subtotal - Signs					2368	\$105,433.02	
	Delineator - Culvert marker	Blue	6	9	2000	\$3.60	\$7,200.00
	Delineator - Roadside	White	6	9	1000	\$3.60	\$3,600.00
	Delineator - Median	Yellow	6	9	250	\$3.60	\$900.00
	Guiderail marker	Green	4	4	250	\$1.90	\$475.00
Subtotal - Delineators					3500	\$12,175.00	
	Sign post conspicuity strip	Red	4	60	200	\$14.00	\$2,800.00
		Yellow	4	60	300	\$14.00	\$4,200.00
		FYG	4	60	100	\$14.00	\$1,400.00
Subtotal - post strips					600	\$8,400.00	
Total					6468	\$126,008.02	

Albany County DPW sign order

BID TAB

Code	Text	Color	Width	Height	Quantity	Lightle		Osburn		Sign Solutions	
						Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
M1-6 1	Albany County 1	Yellow on Blue	24	24	30	\$35.00	\$1,050.00	\$56.00	\$1,680.00	\$40.52	\$1,215.60
M1-6 11	Albany County 11	Yellow on Blue	24	24	10	\$35.00	\$350.00	\$56.00	\$560.00	\$40.52	\$405.20
M1-6 12	Albany County 12	Yellow on Blue	24	24	14	\$35.00	\$490.00	\$56.00	\$784.00	\$40.52	\$567.28
M1-6 13	Albany County 13	Yellow on Blue	24	24	14	\$35.00	\$490.00	\$56.00	\$784.00	\$40.52	\$567.28
M1-6 14	Albany County 14	Yellow on Blue	24	24	10	\$35.00	\$350.00	\$56.00	\$560.00	\$40.52	\$405.20
M1-6 2	Albany County 2	Yellow on Blue	24	24	10	\$35.00	\$350.00	\$56.00	\$560.00	\$40.52	\$405.20
M1-6 3	Albany County 3	Yellow on Blue	24	24	10	\$35.00	\$350.00	\$56.00	\$560.00	\$40.52	\$405.20
M1-6 52	Albany County 52	Yellow on Blue	24	24	16	\$35.00	\$560.00	\$56.00	\$896.00	\$40.52	\$648.32
M1-6 53	Albany County 53	Yellow on Blue	24	24	15	\$35.00	\$525.00	\$56.00	\$840.00	\$40.52	\$607.80
M1-6 54	Albany County 54	Yellow on Blue	24	24	10	\$35.00	\$350.00	\$56.00	\$560.00	\$40.52	\$405.20
M1-6 55	Albany County 55	Yellow on Blue	24	24	15	\$35.00	\$525.00	\$56.00	\$840.00	\$40.52	\$607.80
M1-6 6	Albany County 6	Yellow on Blue	24	24	10	\$35.00	\$350.00	\$56.00	\$560.00	\$40.52	\$405.20
M1-6 9	Albany County 9	Yellow on Blue	24	24	15	\$35.00	\$525.00	\$56.00	\$840.00	\$40.52	\$607.80
M4-6	End	Yellow on Blue	24	12	20	\$17.50	\$350.00	\$28.00	\$560.00	\$20.75	\$415.00
M4-9L	Detour left	Black on Orange	30	24	10	\$42.00	\$420.00	\$70.00	\$700.00	\$50.40	\$504.00
M4-9R	Detour right	Black on Orange	30	24	10	\$42.00	\$420.00	\$70.00	\$700.00	\$50.40	\$504.00
M4-9S	Detour straight	Black on Orange	30	24	10	\$42.00	\$420.00	\$70.00	\$700.00	\$50.40	\$504.00
M5-2L	Adv turn arrow left 45°	Yellow on Blue	21	15	8	\$19.17	\$153.36	\$30.52	\$244.16	\$21.92	\$175.36
M5-2R	Adv turn arrow right 45°	Yellow on Blue	21	15	8	\$19.17	\$153.36	\$30.52	\$244.16	\$21.92	\$175.36
M6-2L	Diag Left arrow	Yellow on Blue	21	15	10	\$19.17	\$191.70	\$30.52	\$305.20	\$21.92	\$219.20
M6-2R	Diag Right arrow	Yellow on Blue	21	15	10	\$19.17	\$191.70	\$30.52	\$305.20	\$21.92	\$219.20
M6-6L	Rt angle double arrow ahd/Lt	Yellow on Blue	21	15	10	\$19.17	\$191.70	\$30.52	\$305.20	\$21.92	\$219.20
NYM3-1	NY State Rte 85	Black on White	24	24	8	\$33.60	\$268.80	\$50.00	\$400.00	\$40.52	\$324.16
NYM4-2 101	Albany County 101	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 102	Albany County 102	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 103	Albany County 103	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 106	Albany County 106	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 108	Albany County 108	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 109	Albany County 109	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 111	Albany County 111	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 112	Albany County 112	Yellow on Blue	30	24	8	\$43.75	\$350.00	\$70.00	\$560.00	\$50.40	\$403.20
NYM4-2 151	Albany County 151	Yellow on Blue	30	24	30	\$43.75	\$1,312.50	\$70.00	\$2,100.00	\$50.40	\$1,512.00
NYM4-2 152	Albany County 152	Yellow on Blue	30	24	16	\$43.75	\$700.00	\$70.00	\$1,120.00	\$50.40	\$806.40
NYM4-2 153	Albany County 153	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 154	Albany County 154	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 155	Albany County 155	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 156	Albany County 156	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 157	Albany County 157	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 160	Albany County 160	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 163	Albany County 163	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 201	Albany County 201	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 202	Albany County 202	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 203	Albany County 203	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 204	Albany County 204	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 208	Albany County 208	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 252	Albany County 252	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 253	Albany County 253	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 254	Albany County 254	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 255	Albany County 255	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 256	Albany County 256	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 260	Albany County 260	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 261	Albany County 261	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 262	Albany County 262	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 301	Albany County 301	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 303	Albany County 303	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 306	Albany County 306	Yellow on Blue	30	24	14	\$43.75	\$612.50	\$70.00	\$980.00	\$50.40	\$705.60
NYM4-2 307	Albany County 307	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 308	Albany County 308	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 311	Albany County 311	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 312	Albany County 312	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 351	Albany County 351	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 352	Albany County 352	Yellow on Blue	30	24	12	\$43.75	\$525.00	\$70.00	\$840.00	\$50.40	\$604.80
NYM4-2 353	Albany County 353	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 354	Albany County 354	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 357	Albany County 357	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 358	Albany County 358	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 359	Albany County 359	Yellow on Blue	30	24	9	\$43.75	\$393.75	\$70.00	\$630.00	\$50.40	\$453.60
NYM4-2 360	Albany County 360	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 362	Albany County 362	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 401	Albany County 401	Yellow on Blue	30	24	12	\$43.75	\$525.00	\$70.00	\$840.00	\$50.40	\$604.80
NYM4-2 402	Albany County 402	Yellow on Blue	30	24	16	\$43.75	\$700.00	\$70.00	\$1,120.00	\$50.40	\$806.40
NYM4-2 403	Albany County 403	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 404	Albany County 404	Yellow on Blue	30	24	12	\$43.75	\$525.00	\$70.00	\$840.00	\$50.40	\$604.80
NYM4-2 405	Albany County 405	Yellow on Blue	30	24	20	\$43.75	\$875.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
NYM4-2 406	Albany County 406	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 408	Albany County 408	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 409	Albany County 409	Yellow on Blue	30	24	9	\$43.75	\$393.75	\$70.00	\$630.00	\$50.40	\$453.60
NYM4-2 410	Albany County 410	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYM4-2 411	Albany County 411	Yellow on Blue	30	24	11	\$43.75	\$481.25	\$70.00	\$770.00	\$50.40	\$554.40
NYM4-2 412	Albany County 412	Yellow on Blue	30	24	15	\$43.75	\$656.25	\$70.00	\$1,050.00	\$50.40	\$756.00
NYM4-2 413	Albany County 413	Yellow on Blue	30	24	10	\$43.75	\$437.50	\$70.00	\$700.00	\$50.40	\$504.00
NYM4-2 414	Albany County 414	Yellow on Blue	30	24	6	\$43.75	\$262.50	\$70.00	\$420.00	\$50.40	\$302.40
NYR9-2	State Law: Stop for School Bus	Black on White	24	36	10	\$50.40	\$504.00	\$84.00	\$840.00	\$60.28	\$602.80
NYW5-16 Drwy	Driveway	Black on Yellow	24	12	20	\$16.80	\$336.00	\$28.00	\$560.00	\$20.75	\$415.00
NYW7-4C	Children at Play	Black on Yellow	30	30	20	\$52.50	\$1,050.00	\$87.50	\$1,750.00	\$59.51	\$1,190.20
R1-1 18 *	Stop 18" (trail use)	White on Red	18	18	20	\$18.90	\$378.00	\$31.50	\$630.00	\$22.99	\$459.80

Albany County DPW sign order

BID TAB

Code	Text	Color	Width	Height	Quantity	Lightle		Osburn		Sign Solutions	
						Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
M1-6 1	Albany County 1	Yellow on Blue	24	24	30	\$35.00	\$1,050.00	\$56.00	\$1,680.00	\$40.52	\$1,215.60
M1-6 11	Albany County 11	Yellow on Blue	24	24	10	\$35.00	\$350.00	\$56.00	\$560.00	\$40.52	\$405.20
M1-6 12	Albany County 12	Yellow on Blue	24	24	14	\$35.00	\$490.00	\$56.00	\$784.00	\$40.52	\$567.28
R1-1 30 *	Stop 30 inch	White on Red	30	30	60	\$52.50	\$3,150.00	\$87.50	\$5,250.00	\$59.51	\$3,570.60
R1-1 36 *	Stop 36 inch	White on Red	36	36	40	\$75.60	\$3,024.00	\$126.00	\$5,040.00	\$85.93	\$3,437.20
R2-1 30	Speed limit 30	Black on White	24	30	20	\$42.00	\$840.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
R2-1 45	Speed limit 45	Black on White	24	30	30	\$42.00	\$1,260.00	\$70.00	\$2,100.00	\$50.40	\$1,512.00
R4-7	Keep Right symbol	Black on White	24	30	20	\$42.00	\$840.00	\$70.00	\$1,400.00	\$50.40	\$1,008.00
S3-1 *	School bus stop ahead symbol	Black on FYG	36	36	50	\$85.95	\$4,297.50	\$137.25	\$6,862.50	\$100.09	\$5,004.50
W10-1	Railroad ahead	Black on Yellow	36	36	10	\$75.60	\$756.00	\$126.00	\$1,260.00	\$85.93	\$859.30
W1-10L curve	Left curve with intersection sign	Black on Yellow	36	36	5	\$75.60	\$378.00	\$126.00	\$630.00	\$85.93	\$429.65
W1-10L turn	Left turn with intersection sign	Black on Yellow	36	36	15	\$75.60	\$1,134.00	\$126.00	\$1,890.00	\$85.93	\$1,288.95
W1-10R curve	Right curve with intersection sign	Black on Yellow	36	36	5	\$75.60	\$378.00	\$126.00	\$630.00	\$85.93	\$429.65
W1-10R turn	Right turn with intersection sign	Black on Yellow	36	36	15	\$75.60	\$1,134.00	\$126.00	\$1,890.00	\$85.93	\$1,288.95
W11-10	Trucks	Black on Yellow	30	30	20	\$52.50	\$1,050.00	\$87.50	\$1,750.00	\$59.51	\$1,190.20
W11-15	Trail (ped/bike) crossing	Black on FYG	30	30	20	\$59.69	\$1,193.80	\$95.31	\$1,906.20	\$69.61	\$1,392.20
W11-2	Ped crossing	Black on FYG	30	30	40	\$59.69	\$2,387.60	\$95.31	\$3,812.40	\$69.61	\$2,784.40
W11-2	Ped crossing O/S	Black on FYG	36	36	20	\$85.95	\$1,719.00	\$137.25	\$2,745.00	\$100.09	\$2,001.80
W11-5	Tractor	Black on Yellow	30	30	40	\$52.50	\$2,100.00	\$87.50	\$3,500.00	\$59.51	\$2,380.40
W1-2L	Left Curve	Black on Yellow	30	30	40	\$52.50	\$2,100.00	\$87.50	\$3,500.00	\$59.51	\$2,380.40
W1-2R	Right Curve	Black on Yellow	30	30	45	\$52.50	\$2,362.50	\$87.50	\$3,937.50	\$59.51	\$2,677.95
W13-1P	Advisory speed - 30 mph	Black on Yellow	18	18	10	\$18.90	\$189.00	\$31.50	\$315.00	\$22.98	\$229.80
W13-1P 20	Advisory speed - 20 mph	Black on Yellow	18	18	10	\$18.90	\$189.00	\$31.50	\$315.00	\$22.98	\$229.80
W13-1P 35	Advisory speed - 35 mph	Black on Yellow	18	18	30	\$18.90	\$567.00	\$31.50	\$945.00	\$22.98	\$689.40
W13-1P 45	Advisory speed - 45 mph	Black on Yellow	18	18	30	\$18.90	\$567.00	\$31.50	\$945.00	\$22.98	\$689.40
W1-6	large arrow	Black on Yellow	48	24	30	\$67.20	\$2,016.00	\$112.00	\$3,360.00	\$75.05	\$2,251.50
W16-7P	Daig. Dwn arrow left	Black on FYG	24	12	20	\$19.10	\$382.00	\$30.50	\$610.00	\$23.79	\$475.80
W16-7Pr	Daig. Dwn arrow right	Black on FYG	24	12	10	\$19.10	\$191.00	\$30.50	\$305.00	\$23.79	\$237.90
W1-8	Chevron - 18x24	Black on Yellow	18	24	200	\$25.20	\$5,040.00	\$42.00	\$8,400.00	\$30.64	\$6,128.00
W1-8	Chevron - 24x30	Black on Yellow	24	30	50	\$42.00	\$2,100.00	\$70.00	\$3,500.00	\$50.40	\$2,520.00
W2-2	Sideroad	Black on Yellow	30	30	130	\$52.50	\$6,825.00	\$87.50	\$11,375.00	\$59.51	\$7,736.30
W2-6	Roundabout	Black on Yellow	30	30	20	\$52.50	\$1,050.00	\$87.50	\$1,750.00	\$59.51	\$1,190.20
W2-8	Two sideroads	Black on Yellow	30	30	10	\$52.50	\$525.00	\$87.50	\$875.00	\$59.51	\$595.10
W3-1	Stop Ahead symbol	Black on Yellow	36	36	100	\$75.60	\$7,560.00	\$126.00	\$12,600.00	\$85.93	\$8,593.00
W3-5 30	Speed limit ahead 30 mph	Black on Yellow	36	36	10	\$75.60	\$756.00	\$126.00	\$1,260.00	\$85.93	\$859.30
W3-5 40	Speed limit ahead 40	Black on Yellow	36	36	10	\$75.60	\$756.00	\$126.00	\$1,260.00	\$85.93	\$859.30
W3-5 45	Speed limit ahead 45	Black on Yellow	36	36	10	\$75.60	\$756.00	\$126.00	\$1,260.00	\$85.93	\$859.30
W7-1	Hill	Black on Yellow	30	30	20	\$52.50	\$1,050.00	\$87.50	\$1,750.00	\$59.51	\$1,190.20
W7-3aP 1 1/2	Next 1 1/2 miles	Black on Yellow	24	18	15	\$25.20	\$378.00	\$42.00	\$630.00	\$30.64	\$459.60
W7-3aP 1/2	Next 1 mile	Black on Yellow	24	18	10	\$25.20	\$252.00	\$42.00	\$420.00	\$30.64	\$306.40
W7-3aP 1/2	Next 1/2 mile	Black on Yellow	24	18	10	\$25.20	\$252.00	\$42.00	\$420.00	\$30.64	\$306.40
W7-3aP 1/4	Next 1/4 mile	Black on Yellow	24	18	15	\$25.20	\$378.00	\$42.00	\$630.00	\$30.64	\$459.60
W7-3aP 2	Next 2 miles	Black on Yellow	24	18	15	\$25.20	\$378.00	\$42.00	\$630.00	\$30.64	\$459.60
W7-3aP 3	Next 3 miles	Black on Yellow	24	18	15	\$25.20	\$378.00	\$42.00	\$630.00	\$30.64	\$459.60
W8-1	Bump		24	24	20		\$0.00		\$0.00		\$0.00
Subtotal - Signs					2368	\$105,433.02		\$172,356.52		\$121,898.01	
	Delineator - Culvert marker	Blue	6	9	2000	\$3.60	\$7,200.00	\$5.25	\$10,500.00	\$4.31	\$8,620.00
	Delineator - Roadside	White	6	9	1000	\$3.60	\$3,600.00	\$5.25	\$5,250.00	\$4.31	\$4,310.00
	Delineator - Median	Yellow	6	9	250	\$3.60	\$900.00	\$5.25	\$1,312.50	\$4.31	\$1,077.50
	Guiderail marker	Green	4	4	250	\$1.90	\$475.00	\$1.56	\$390.00	\$2.11	\$527.50
Subtotal - Delineators					3500	\$12,175.00		\$17,452.50		\$14,535.00	
	Sign post conspicuity strip	Red	4	60	200	\$14.00	\$2,800.00	\$23.33	\$4,666.00	\$21.40	\$4,280.00
		Yellow	4	60	300	\$14.00	\$4,200.00	\$23.33	\$6,999.00	\$21.40	\$6,420.00
		FYG	4	60	100	\$14.00	\$1,400.00	\$25.42	\$2,542.00	\$23.09	\$2,309.00
Subtotal - post strips					600	\$8,400.00		\$14,207.00		\$13,009.00	
Total					6468	\$126,008.02		\$204,016.02		\$149,442.01	

Lightle Enterprises of Ohio, LLC

22 E. Springfield Street
PO Box 329
Frankfort, Ohio 45628-0329

To Whom it may concern,

We have enclosed a self addressed, stamped envelope for your convenience. Please send us a copy of the bid tabulations at your earliest convenience.

Thank You

3/26/26

COUNTY OF ALBANY

REQUEST FOR BIDS DEPARTMENT OF PUBLIC WORKS



RFB #2026-038

COUNTY ROAD SIGNS

**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 # 2026-038

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 #2026-038**

Sealed Bids for County Road Signs as requested by Department of Public Works 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, March 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 March 12, 2026.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
March 5, 2026

PUBLISH ONE DAY – March 12, 2026-- THE EVANGELIST
PUBLISH ONE DAY – March 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: **County Road Signs**
- 1.2 Requesting Department: **Department of Public Works**
- 1.3 Bid Number: **2026-038**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Road Signs** as requested by **Department of Public Works**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, MARCH 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 **one year** from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7.4 All bidders must document five (5) or more years in the business of providing the **County Road Signs**.

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

SECTION 23: CASH DISCOUNT

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

SECTION 24: NOT IN USE

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT IN USE

SECTION 27: NOT IN USE

**SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
CONSTRUCTION SAFETY AND HEALTH COURSE**

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: SUBCONTRACTORS

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project

labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

- 31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: NOT IN USE

SECTION 35: NOT IN USE

RFB 2026-038
County Road Signs
Ground-Mounted Signs Specification

Notes:

1. The following is extracted from NYSDOT Standard Specifications Section 645, January 2026 edition, omitting sections irrelevant for this order.
https://www.dot.ny.gov/main/business-center/engineering/specifications/business-standards-usc/usc-repository/2026_1_specs_usc_vol3.pdf
2. Fiberglass reinforced plastic sign panels will not be allowed for this order.

645-1 DESCRIPTION. This work shall consist of fabricating traffic sign panels in accordance with the contract documents, standard sheets, the MUTCD and as directed by the Engineer.

645-1.01 Definitions. The following definitions shall apply to all work equipment and materials included under this section:

A. Sign Face - the side of a sign panel with reflective sheeting attached.

B. Sign Face Layout - a dimensional representation of the sheeting mounted on the sign panel.

C. Sign Panel - a uniform sheet of aluminum with reflective sheeting mounted on it. It may be constructed with or without additional sheets of aluminum attached on the larger sheet. Multiple sheets of aluminum may be used provided the sheets are of a uniform material and thickness and not separated.

645-2 MATERIALS

645-2.01 General. Materials shall meet the requirements of the following subsections of Section 700 (https://www.dot.ny.gov/main/business-center/engineering/specifications/english_spec_repository/2026_1_specs_usc_tc_vol14.pdf)

Aluminum Sign Panels 730-01

Retro-Reflective Sign Sheeting 730-05

645-2.02 Sign Panels.

Fabricate sign panels in strict accordance with Department Standard Sheets and the sign sheeting manufacturer's guidelines, to ensure uniform appearance and brilliance, under both nighttime and daytime conditions. Fabricate sign panels in a manner to provide an even, clear, uniform surface, free of streaks, drips or other defects which might affect appearance or retro-reflectivity. Details for signs that are not shown on the standard sheets shall be similar to the closest shown sign blank size.

Holes on panels may be punched or drilled. Edges shall be smooth and true and free from burrs or ragged breaks.

Coat and/or edge seal all backgrounds, characters, delineators, etc., in accordance with the sheeting manufacturer's recommendations.

A. Ground-Mounted Sign Panels.

Aluminum Sign Panels: 12 gauge (0.0808 inch) minimum in thickness

D. Retro-Reflective Sheeting. Use NYSDOT Class A sign sheeting for all sign types.

E. Sheeting Sign Characters. Characters include letters, numerals, route shields, symbols, logos, and borders. Characters shall be the size, series and color specified in the MUTCD and as specified in the contract documents.

1. Cut-out characters shall be of the same type sign sheeting as the background sheeting. Black cut-out characters shall be non-retro-reflective. Apply cut-out characters directly to clean, dust-free retro-reflective sheeting background panels and as specified by the sheeting manufacturer. Neatly cut all borders and edges and butt-join at corners and panel joints.

2. When painting, screening, reverse screening and/or other similar methods, use materials, equipment and procedures specified by the sign sheeting manufacturer.

3. To digitally print signs, use the sign sheeting manufacturer's recommended, match component system and materials, including their recommended final top-coat or overlay.

Clear coat, overlay and/or edge seal the entire sign face area after the sign has been completed, as specified by the sheeting manufacturer.

F. Sign Face Layouts. Sign face shape, color, dimensions, and characters shall be in accordance with:

1. Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA).

2. New York State Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways

3. Standard Highway Signs Book – (FHWA)

645-4 METHOD OF MEASUREMENT

645-4.02 Sign Panels. The work will be measured as the number of sign panels for each sign type ordered.

645-5 BASIS OF PAYMENT

645-5.01 General. The unit price bid for all items shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.

645-5.02 Sign Panels. The unit price bid for sign panels shall include the panels and sheeting.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: County Road Signs

Bid Number: 2026-038

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")
7. Communication concerning this Bid shall be addressed to:
- Sherry Yerian
- P.O. Box 329
- Frankfort, OH 45628
- Phone: 740-998-5363 Fax: 740-998-5364
- E-mail: sherryx@lightleenterprises.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: County Road Signs
Bid Number: 2026-038

COMPANY: Lightle Enterprises of Ohio, LLC
ADDRESS: P.O. Box 329
CITY, STATE, ZIP: Frankfort, OH 45628
TEL. NO.: 740-998-5363
FAX NO.: 740-998-5364
FEDERAL TAX ID NO.: 20-8135704
REPRESENTATIVE: David R. Lightle
E-MAIL: dlightle@lightleenterprises.com
SIGNATURE AND TITLE David R. Lightle Member

DATE 03/16/2026

**COUNTY OF ALBANY
BID FORM**

Title: County Road Signs
Bid Number: 2026-038

Hi Intensity Pricing

<u>Color</u>	<u>Width</u>	<u>Height</u>	<u>Price</u>	<u>Notes</u>
Black on White	24	24	33.60	
Black on White	24	30	42.00	
Black on White	24	36	50.40	
Black on Orange	30	24	42.00	
White on Red	18	18	18.90	
White on Red	30	30	52.50	
White on Red	36	36	75.60	
Yellow on Blue	24	24	35.00	
Yellow on Blue	30	24	17.50 43.75 ^{ml}	
Yellow on Blue	24	12	19.17 17.50 ^{ml}	
Yellow on Blue	21	15	19.17	
Black on FYG	24	12	19.10	
Black on FYG	30	30	59.69	
Black on FYG	36	36	85.95	
Black on Yellow	18	18	18.90	
Black on Yellow	18	24	25.20	
Black on Yellow	24	12	16.80	
Black on Yellow	24	18	25.20	
Black on Yellow	24	30	42.00	
Black on Yellow	30	30	52.50	
Black on Yellow	36	36	75.60	
Black on Yellow	48	24	67.20	
<u>Delineator</u>				
Blue	6	9	3.60	
White	6	9	3.60	
Yellow	6	9	3.60	
<u>Guiderail marker</u>				
Green	4	4	1.90	
<u>Sign post conspicuity strip</u>				
Red	4	60	14.00	
Yellow	4	60	14.00	
FYG	4	60	14.00	

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

Member
Title

03/16/2026
Date

Lightle Enterprises of Ohio, LLC
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
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 Ohio)
COUNTY OF Cass) SS.:

On the 16TH day of March, 20026, before me personally came David R. Lightle, 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 Lightle Enterprises of Ohio LLC and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Lightle Enterprises of Ohio, LLC</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>20-8135704</i> b) DUNS # <i>008940361</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <i>www.lightleenterprises.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>22 E Springfield St. Frankfort, OH 45628</i>		7. TELEPHONE NUMBER <i>740-998-5363</i>	8. FAX NUMBER <i>740-998-5364</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above <i>N/A</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>David R. Lightle</i> Title <i>Member</i> Telephone Number <i>740-998-5363</i> Fax Number <i>740-998-5364</i> e-mail <i>dlightle@lightleenterprises.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>David R. Lightle</i>	TITLE <i>Member</i>	b) NAME	TITLE
c) NAME <i>David B. Lightle</i>	TITLE <i>Member</i>	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No 			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No 			

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

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

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: Ohio)
) ss:
County of: Pass)

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 Lightle Enterprises of Ohio LLC Signature of Owner David R. Lightle
Address 22 E. Springfield St. Printed Name of Signatory David R. Lightle
City, State, Zip Frankfort, OH 45628 Title Member

Sworn before me this 16th day of March, 2026
Michele Barnhart
Notary Public



Michele Barnhart
Notary Public, State of Ohio
My Commission Expires
May 09, 2029

Michele Barnhart
Printed Name
Michele Barnhart
Signature
3282026
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

Member
Title

03/16/2026
Date

Light Enterprises of Ohio LLC
Company Name

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

TITLE: County Road Signs **RFB NUMBER:** 2026-038

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: Lightle Enterprises of Ohio, LLC
Address: P.O. Box 329
City: Frankfort State: OH Zip Code: 45628
Contact Person: David R. Lightle
Title: Member
Phone Number: 740-998-5363 Fax Number: 740-998-5364 E-Mail: dlightle@lightleenterprises.com

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

☐ Yes / ☒ No

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

Fax Number: 740-998-5364 E-Mail: dlightle@lightleenterprises.com

Contract #: 2026-0621

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Public Works D5010

Date Submitted: 04/13/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Mangino Chevrolet

Estimated Amount: 80259.59

Scope of Services: Purchase of Chevy Silverado

Budget Line Item: HHTK

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. McCOY
COUNTY EXECUTIVE



COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047

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 14, 2026

Re: Purchase of Chevy Silverado (RFQ#2026-055)

The Department of Public Works recommends the purchase of one (1) Chevy Silverado / Service Body from Mangino Chevrolet for a total amount of \$80,259.59. Although Mangino Chevrolet was not the lowest bidder among the five (5) submissions received by the Albany County Purchasing Agent, this recommendation is based on a comprehensive evaluation of all bids. Two (2) vendors—Cappellino Chevrolet and Nielsen Chevrolet—did not provide any vehicle specifications with their submissions. The remaining two (2) vendors, Chevrolet of Smithtown and Mohawk Chevrolet—submitted proposals that did not meet the required bid specifications.

Specifically, these proposals were deficient in the following areas:

- Absence of a 120-volt package
- Provision of a white service body rather than a silver body to match the vehicle
- Lack of a factory-installed hitch
- No tie-down hooks included in the service body
- Failure to specify the bedliner location
- Removal of the truck box despite the requirement to retain it. Additionally, when the truck box is removed, it does not include essential components such as taillights, bumper, tailgate, or wiring harnesses, further deviating from the bid requirements.

Based on these factors, Mangino Chevrolet is the only vendor that meets the specifications outlined in the bid and is therefore recommended for award.

A Chevrolet Silverado with a service body is essential for our shop foreman who needs a mobile workshop, enhanced security, and organized storage. It maximizes efficiency with lockable, weather-resistant compartments for tools and parts, while providing heavy-duty payload and towing capacity for demanding jobsites.

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

SCOTT DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Scott Duncan, Deputy Commissioner
DATE: April 7, 2026
RE: Purchase of a Chevy Silverado / Service Body (RFB#2026-055)

The Department of Public Works recommends the purchase of one (1) Chevy Silverado / Service Body from Mangino Chevrolet for a total amount of \$80,259.59.

Although Mangino Chevrolet was not the lowest bidder among the five (5) submissions received by the Albany County Purchasing Agent, this recommendation is based on a comprehensive evaluation of all bids. Two (2) vendors—Cappellino Chevrolet and Nielsen Chevrolet—did not provide any vehicle specifications with their submissions. The remaining two (2) vendors, Chevrolet of Smithtown and Mohawk Chevrolet—submitted proposals that did not meet the required bid specifications.

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A Chevrolet Silverado with a service body is essential for our shop foreman who needs a mobile workshop, enhanced security, and organized storage. It maximizes efficiency with lockable, weather-resistant compartments for tools and parts, while providing heavy-duty payload and towing capacity for demanding jobsites.

If you have any questions, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
Deputy Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 14, 2026

RE: RFQ-2026-055 Chevrolet Silverado / Service Body purchase

I am in receipt of your recommendation to award the aforementioned to Mangino Chevrolet in the amount of \$80,259.59.

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

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

RFQ 2026-055 Tabulation
Chevrolet Silverado/Service Body

Vendor	Cappellino Chevrolet	Mangino Chevrolet	Mohawk Chevrolet	Nielsen Chevrolet	Chevrolet of Smithtown
Vehicle	2026 Chevrolet Silverado	2026 Chevrolet Silverado	2026 Chevrolet Silverado	2026 Chevrolet Silverado	2026 Chevrolet Silverado
Body type	2025 Knapheide Service	Knapheide Service	Knapheide Service	Monmouth	Knapheide Service
Price	\$ 76,833.60	\$ 80,259.59	\$ 75,431.02	\$ 85,559.20	\$ 80,807.60
In stock/order	Order	Order	Order	Order	Order
Exterior Color	dlr did not specify	Red	Sterling Gray	dlr did not specify	Sterling Gray

RFQ 2026-055 Tabulation

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

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

Form Revision: 9/12/23

Mangino Chevrolet Bid

Part A: Mini-Bid and Contractor Information

1.0 Mini-Bid Questions		Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2026-055
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part C of this form has been left blank.
2.0 Contractor Information		
2.1	Full Legal Business Name, including DBA if applicable	MANGINO CHEVROLET
2.2	OGS Contract Number (e.g., PC12345)	PC68994
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	20-1561990
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000016576
3.0 Primary Contact Information		
3.1	Contact Name	RICH LADOUCEUR
3.2	Contact Email	RLADOUCEUR@MANGINO.COM
3.3	Contact Phone (1)	3157446450
3.4	Contact Phone (2)	
4.0 Secondary Contact Information		
4.1	Contact Name	RICH YOUNGS
4.2	Contact Email	RYOUNGS@MANGINO.COM
4.3	Contact Phone (1)	518-843-5702
4.4	Contact Phone (2)	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0 General Questions (Built to Spec)		Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	120
Awarded to:		

GROUP 40440 – Vehicles, Class 1-8

1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	2026
2.2	Make (e.g., Ford, Chevrolet, Dodge)	CHEVROLET
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	SILVERADO WT
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	CK30943
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	4x4
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	DEJANA

3.0 Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
4.0 Vehicle Price Worksheet (Built to Spec)	
Price	
4.1	NYS Base MSRP
4.2	NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].
4.3	NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount]
4.4	NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank]
4.5	NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]
4.6	Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]
4.7	Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]

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

1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? [Click on yellow box and use drop-down menu] (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).	

1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 <i>Procurement Method</i> , Paragraph G <i>Timeframe for Offers in Mini-Bids</i>)? <i>[Click on yellow box and use drop-down menu]</i>	
2.0	Additional Information (Pre-Existing)	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
3.0	Vehicle Price Worksheet (Pre-Existing)	

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

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001						
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
Award# 023566				Bidder		



MANGINO CHEVROLET

RICH LADOUCEUR | 315-744-6450 | RLADOUCEUR@MANGINO.COM

ALBANY COUNTY PURCHASING DIVISION

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck



NEW YORK STATE CONTRACT PRICING

MANGINO CHEVROLET NEW YORK STATE CONTRACT# PC68994

NEW YORK STATE CONTRACT

FAN#856351

BID#611056

ITEM#33



MANGINO CHEVROLET

RICH LADOUCEUR | 315-744-6450 | RLADOUCEUR@MANGINO.COM

MANGINO CHEVROLET

Dealership Information

NEW YORK STATE CONTRACT PRICING

MANGINO CHEVROLET NEW YORK STATE CONTRACT# PC68994

NEW YORK STATE CONTRACT

FAN#856351

BID#611056

ITEM#33

- ALL QUOTES ARE GOOD FOR 30 DAYS
- MODEL YEAR CHANGE CAN CHANGE PRICE QUOTE OR TIME OF PRODUCTION. WE WILL RE QUOTE IF THERE IS A MODEL YEAR CHANGE
- PRICING WILL BE LOCKED IN ONCE ORDER IS ACCEPTED BY CHEVROLET PRODUCTION CONTROL
- CUSTOMERS WILL BE NOTIFIED OF ANY PRICE INCREASE OR MODEL YEAR CHANGES AT THE TIME THE ORDER IS ACCEPTED BY CHEVROLET
- SUBJECT TO VEHICLE PRODUCTION WILL BE HELD RESPONSIBLE FOR ANY DELAYS OR CANCELLATION
- PRICE COULD CHANGE DUE TO TARIFFS

Prepared By:

RICH LADOUCEUR

MANGINO CHEVROLET

315-744-6450

RLADOUCEUR@MANGINO.COM

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Data Version: 28090. Data Updated: Mar 27, 2026 1:46:00 AM UTC.



Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$53,600.00
Dest Charge	\$2,795.00
Total Options	\$2,685.00
Subtotal	\$59,080.00
DEJANA/ KNPHEIDE SERVICE BODY QUOTE # CEP003941	\$28,859.99
Subtotal Pre-Tax Adjustments	\$28,859.99
Less Customer Discount	(\$3,979.83)
Subtotal Discount	(\$3,979.83)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$83,960.16
Sales Tax	\$0.00
DOC FEE	\$176.93
NYS INSPECTION	\$10.00
TIRE WASTE FEE	\$12.50
Subtotal Taxes	\$199.43
NEW YORK STATE CONTRACT BID#611056 ITEM#33	(\$3,900.00)
Subtotal Post-Tax Adjustments	(\$3,900.00)
Total Sales Price	\$80,259.59

Comments:

NEW YORK STATE CONTRACT PRICING
MANGINO CHEVROLET NEW YORK STATE CONTRACT# PC68994
NEW YORK STATE CONTRACT
FAN#856351
BID#611056
ITEM#33

Dealer Signature / Date

Customer Signature / Date

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MANGINO CHEVROLET

RICH LADOUCEUR | 315-744-6450 | RLADOUCEUR@MANGINO.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck MSRP:\$53,600.00

Interior:Jet Black, Vinyl seat trim
Exterior 1:Red Hot
Exterior 2:No color has been selected.
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline
Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK30943	[Fleet] 2026 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck	\$53,600.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
AKO	Glass, deep-tinted Inc.	
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric Inc.	
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass Inc.	
E63	Durabed, pickup bed	\$0.00
G3I	GVWR, 11,700 lbs. (5307 kg) with single rear wheels	\$0.00
G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	\$0.00
KC9	Power outlet, bed mounted, 120-volt Inc.	
KI4	Power outlet, interior, 120-volt	\$225.00
KW5	Alternator, 220 amps Inc.	
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	\$0.00

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MANGINO CHEVROLET

RICH LADOUCEUR | 315-744-6450 | RLADOUCEUR@MANGINO.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD (CK30943) 4WD Crew Cab 172" Work Truck (Complete)

MKM	Transmission, 10-speed automatic		\$0.00
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements		\$0.00
NZZ	Skid Plates	Inc.	
PCV	WT Convenience Package		\$785.00
PYV	Wheels, 18" (45.7 cm) machined aluminum with Silver painted accents, 6-spoke		\$350.00
QF6	Tires, LT275/70R18E all-terrain, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
SFW	Back-up alarm calibration		\$50.00
SRW	Single Rear Wheels		\$0.00
U01	Lamps, Smoked Amber roof marker, (LED)		\$55.00
VBJ	LPO, Underseat storage		\$195.00
VQO	LPO, Black work step		\$575.00
VYU	Snow Plow Prep/Camper Package		\$300.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall		\$0.00
SUBTOTAL			\$56,285.00
Adjustments Total			\$0.00
Destination Charge			\$2,795.00
TOTAL PRICE			\$59,080.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 28090. Data Updated: Mar 27, 2026 1:46:00 AM UTC.

DEJANA

Truck and Utility Equipment

QUOTE



New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

QUOTE #	CEP003941
DATE	3/4/2026

BILL TO: MANGINO CHEVROLET

SHIP TO: MANGINO CHEVROLET

4447 NY-30
AMSTERDAM NY 12010

4447 NY-30
AMSTERDAM NY 12010

Phone: 5188435702
Fax: 15188435707
Email:

Phone: (518) 843-5702
Fax: 15188435707

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL	STD/CUSTOM
JASON CLANTON	ALBANY COUNTY	No	4/3/2026	CSTM

MAKE:	CHEVROLET	MODEL:	SILVERADO 3500	YEAR:	2026	SRW/DRW:	SRW
CAB TO AXLE:	56.0	WHEELBASE:	172.0	VIN:			
STOCK/ORDER NUMBER:	TT	TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS: 1805.22					

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	KNAPHEIDE SERVICE BODY MODEL A698 2023-C ----- *GM PICKUP *FOR SINGLE WHEEL/56" C.A. PICKUP *99.25" OVERALL LENGTH *78" OVERALL WIDTH *14.5" COMPARTMENT DEPTH *ALUMINUM BODY SHELL AND UNDERSTRUCTURE *EXTRUDED ALUMINUM INTERLOCKING FLOOR *AUTOMOTIVE QUALITY, PADDLE ACTIVATED, ROTARY LATCHES *LED SURFACE MOUNT S/T/T AND BACK UP LIGHT *INSTALLED AND PAINTED Price reflects Single-Stage Paint only. An incremental up-charge will be assessed on all Base Coat / Clear Coat applications" TRUCK COMPUTER MAY HAVE TO BE REPROGRAMMED BY THE DEALER SERVICE DEPT FOR SIGNALS TO FLASH CORRECTLY ON 2020 AND NEWER CHASSIS, REAR TIRE WILL NOT BE CENTERED IN THE FENDERWELL INCLUDED:		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	PAINT BODY UPGRADE TO BASE/CLEAR GRAY TO MATCH CAB This commercial grade two stage paint may vary in color match due to body angles and gauge of material used in the upfit. COLOR__STERLING GRAY METALLIC_____ PAINT CODE_____		
1	GM FUEL FILLER KIT 2011-C		
1	CUSTOMER IS KEEPING PICKUP BED AFTER DEJANA TAKES IT OFF **CUSTOMER MUST TAKE BED OFF OF OUR LOT WITHIN 2 WEEKS OF REMOVAL OR IT WILL BE DISPOSED OF BY DEJANA**		
1	MOUNT DEJANA SUPPLIED BACK UP CAMERA TO WORK WITH FACTORY MONITOR TO REAR OF THE BODY AND ATTACH HARNESS		
1	78" RECESSED STEEL GALVA-GRIP BUMPER WITH BLACK KNAP LINER FOR ALUMINUM SRW BODY		
1	BACK UP ALARM 97DB		
1	PLUG, 7 PRONG FLAT TRAILER		
1	SPRAY ALL OF THE REAR BUMPER WITH DEJANA SPRAY IN LINER		
1	SPRAY THE TOPS, FLOOR, SIDE WALLS AND INSIDE OF TAILGATE OF SERVICE BODY WITH DEJANA SPRAY IN LINER		
1	ONE ROW OF E-TRACK SURFACE MOUNTED TO BOTH SIDE WALLS OF AN ALUMINUM SERVICE BODY		
1	SPARE TIRE RETAINER MOUNTED IN BED		
1	HEAVY DUTY TIE DOWN HOOKS MOUNTED IN CARGO AREA (4) OF ALUMINUM BODY		
1	LED COMPARTMENT LIGHT KIT FOR 6.5', 8' & 9' SERVICE AND KC BODIES 1 LIGHT STRIP RUN ALONG THE TOP INSIDE WALL AND FRONT AND REAR VERTICAL WALLS OF THE BODY		
1	WIRE GM UPFITER SWITCHES FOR AUXILLARY EQUIPMENT ON 2020 GM TRUCKS		
1	SUPPLY AND INSTALL WESTERN 8.5' MVP3 STEEL SNOWPLOW HAND HELD CONTROLLER BLADE SHOES NOT INCLUDED DELIVERY SUBJECT TO AVAILABILITY		
1	NIGHTHAWK HEADLIGHT KIT, HALOGEN, STANDARD WITH PLOW		
1	DELIVERY TO DEALERSHIP		
	THANK YOU!		

SUBTOTAL	\$28,859.99
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$28,859.99

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
-----	-------------	------------	-------------	------------------------

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
				Yes

- ◆ IF YOU WANT ANY OF THE SUGGESTED ITEMS CIRCLE YES FOR THAT ITEM
- ◆ SURCHARGES AND/OR REQUOTE MAY BE REQUIRED WHEN CHASSIS IS SERIALIZED OR SCHEDULED.

Customer must fill out the information below before the order can be processed...

Quote # **CEP003941**

Accepted by:		Date:		PO#:	
Please Fill In All Truck Information					
Dejana Pool Chassis	☐	Dealer Chassis	☐	Dealer Drop Ship Chassis	☐
Make	_____		Model	_____	
			Color	_____	
Stock #	_____		Factory Order #	_____	
			VIN	_____	
Year	_____		Ready for Pickup (if dealer chassis)	Yes	☐
				No	☐

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

FORD CHASSIS WITH A DIESEL ENGINE AND A 26.5 GALLON MIDSHIP TANK MAY REQUIRE BODY MODIFICATIONS AT ADDITIONAL COST

- ◆ PLEASE SIGN AND INCLUDE PO IF REQUIRED AND EMAIL TO DEJANASALES@DEJANA.COM
- ◆ OR FAX BACK TO 631-544-3501
- ◆ Labor and installation are included in all pricing.
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ◆ A deposit may be required for orders with non-stock bodies
- ◆ To our valued customers with an account: invoice amount is for cash, check or ach payment.
An additional 2% processing fee will be applied to credit card payments.

Due to unforeseen increases in lead times by all suppliers on custom bodies and equipment, dealers should calculate 180 days of floor plan expense (from receipt of chassis) into their cost calculations.

Notes:

SOURCEWELL CONTRACT
FISHER- 062222-DY
PC70530

MVP3 8.6' STAINLESS - \$8385.00
LED HEADLIGHT KIT - \$590.00

Contract #: 2026-0596

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Public Works Maintenance of Roads and Bridges D5110

Date Submitted: 04/09/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Stephenson Equipment Inc

Estimated Amount: 134524.00

Scope of Services: Purchase of Tractor and Mower

Budget Line Item: HHTU

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. McCOY
COUNTY EXECUTIVE

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 17, 2026

Re: Purchase of Flail Mower and Tractor

The Department of Public Works is requesting approval for the purchase of one (1) Diamond Side Flail Mower and Tractor, valued at \$134,524.00 from Stephenson Equipment, Inc. This purchase will be made using NYS OGS Contract #PC69840.

This equipment will be integrated into the Department's inventory for the Westerlo Subdivision. This equipment is designed for versatile, heavy-duty vegetation management, capable of cutting grass and brush up to 2 inches in diameter. This setup allows offsetting the mower to the side to cut under fences, along roadsides, or over steep ditch banks, while mulching debris into small pieces for quick decomposition.

Should you have any questions or require further information, please do not hesitate to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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WWW.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Scott Duncan, Deputy Commissioner

DATE: April 9, 2026

RE: Purchase of a Diamond Side Flail Mower & Tractor

The Department of Public Works recommends the purchase of one (1) Diamond Side Flail Mower and Tractor, valued at \$134,524.00 from Stephenson Equipment, Inc. This purchase will be made using NYS OGS Contract #PC69840.

This equipment will be integrated into the Department's inventory for the Westerlo Subdivision. This equipment is designed for versatile, heavy-duty vegetation management, capable of cutting grass and brush up to 2 inches in diameter. This setup allows for offsetting the mower to the side to cut under fences, along roadsides, or over steep ditch banks, while mulching debris into small pieces for quick decomposition.

Should you have any questions or require further information, please do not hesitate to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
DPW

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 16, 2026

RE: Purchase of Diamond Side Flail Mower & Tractor
NYS OGS Contract # PC69840

I am in receipt of your recommendation to award the aforementioned to Stephenson Equipment Inc, using NYS OGS Contract # PC69840, for the amount of \$134,524.00.

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



STEPHENSON EQUIPMENT, INC.
www.stephensorequipment.com

Harrisburg, PA Pittston, PA Prospect Park, PA
800-325-6455 866-667-6756 800-220-4033
Syracuse, NY Albany, NY
800-368-6455 518-357-2200

Scott Duncan Albany County DPW 449 New Salem Rd Voorheesville, NY 12186	Phone: Fax: Email:	Rep.: Jeffrey Lantz C#518-491-8598 jlantz@stephensorequipment.com Date: 3/13/2026
--	--------------------------	--

Qty	Item #	Name	List Price	OGS Price
1	5095M	John Deere 5095M, cab, radio, 4wd 16F/16R power reverser transmission, beacon light, 2 rear SCV's, AG tires, as equipped	\$98,844.00	\$92,812.00
1	Radio	Tractor radio - AM/FM	\$462.00	\$381.00
1	DSF075-C	Diamond Mowers		
1	301	75" Side Mount Flail Mower - includes travel lock hyd cooling pkg, pump & grill guard and auto shut off switch.	\$37,256.00	\$30,657.00
1	48-0006	Factory installation/mounting	\$1,106.00	\$956.00
			\$8,776.00	\$5,981.00
		Customer pick up @ Sei Waterford		
1		Factory freight from Sioux Falls, SD to Sei Waterford	\$3,737.00	\$3,737.00
	Note:	Pricing reflects current NYS OGS Contract #PC69840		
		Lead time: TBD at time of order		
Sub Total				\$134,524.00
Shipping & Handling				
Taxes			0.000%	\$0.00
TOTAL				\$134,524.00

Comments: Quote valid for 30 days.

Office Use Only:

Driven By Customer Satisfaction Since 1957

Contract #: 2026-0653

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Public Works Maintenance of Roads and Bridges D5110

Date Submitted: 04/17/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Robert H. Finke & Sons Inc

Estimated Amount: 43782.62

Scope of Services: Purchase of two (2) Utility Vehicles

Budget Line Item: HHTK,HHTU

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE



COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
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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 17, 2026

Re: Purchase of two (2) Gas Utility Vehicles

The Department of Public Works requests approval to purchase two (2) Gas Utility Vehicles from Robert H. Finke & Sons for a total amount of \$43,782.62 utilizing New York State Contract #PC70868.

The UV34XL gas utility vehicle is a type of heavy-duty work vehicle, designed for transporting materials, tools, and people in work environments.

A UV34XL gas utility vehicle is typically used in:

- Carrying tools, mulch, equipment around parks, trails, etc.
- Moving supplies across construction areas
- Hauling plants, or gear across large plots of land
- Event operations

These vehicles are built to be workhorses:

- Beds can carry hundreds of pounds
- Can pull trailers or equipment
- Gas-powered engine provides longer range and consistent power for all-day use
- Compact size making it easier to maneuver than trucks in tight spaces
- Designed for rough terrain and daily use

A UV34XL is a small, off-road pickup truck alternative for worksites. It fills the gap between a golf cart and a full-size truck—strong enough to do real work, but small and efficient.

If you have any questions, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
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VOORHEESVILLE, NEW YORK 12186-4826
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WWW.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO
COMMISSIONER

SCOTT DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Scott Duncan, Deputy Commissioner
DATE: April 16, 2026
RE: Purchase of two (2) Gas Utility Vehicles

The Department of Public Works recommends the purchase of two (2) Gas Utility Vehicles from Robert H. Finke & Sons for a total amount of \$43,782.62 utilizing New York State Contract – PC70868.

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If you have any questions, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
DPW

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 16, 2026

RE: Purchase of (2) Gas Utility Vehicles
NYS OGS Contract # PC70868

I am in receipt of your recommendation to award the aforementioned to Robert H. Finke & Sons, using NYS OGS Contract # PC70868, for the amount of \$43,782.62.

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



Product Quotation
Quotation Number: **LR1736106**
Quote Sent Date: **Apr 02, 2026**
Expiration Date: **May 02, 2026**

Your Bobcat Contact
Lizzie Richter
Phone: +17014764228
Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
ALBANY COUNTY DPW 291896

Bobcat Dealer
Neal Plummer
Robert H. Finke & Sons Inc, Selkirk, NY
1569 ROUTE 9-W
SELKIRK, NY, 12158

Bill to
ALBANY COUNTY DPW 291896
449 New Salem Rd
Voorheesville, NY, 12186-4826

Item Name	Item Number	Quantity	Price Each	Total
UV34XL Gas Utility Vehicle	M1507	2	17,016.00	34,032.00
Standard Equipment:				
Engine		Wheels		
Liquid Cooled Engine		Front/Rear, 12x6 Orange Steel Rim		
40 HP Gas EFI Engine		Electrical		
Pressurized Oiling System with Spin On Filter		LED Headlights, High & Low Beams		
Engine Protection Oil Pressure & Water Temp		LED Tail & Brake Lights		
High Capacity Air Filter		6 Outlet Accessory Pwr Bar		
49 State Emission Compliant		75 Amp/900W Stator		
Drive System		575 CCA Battery		
CVT (Continuous Variable Transmission)		Instrumentation Panel		
Sealed CVT Cover w/remote intake & exhaust		Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder,		
Four Wheel Drive 3 Drive Modes		High Beam On, Engine Oil Pressure		
Forward Travel, Two Range (H/L)		(Diesel only), Engine Temp High, Service Power Steering and		
Integrated In Transmission Park (P)		Service Engine.		
Brakes 4 Wheel, Hydraulic Disc with Dual Bore		LCD Display: Speedo, Engine Temp, Engine RPM, Volt,		
Front Calipers		Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode,		
CV Guard, Front		Odometer, Service Reminder and Gear Position.		
Shaft Drive with CV Joints		Cargo Box and Frame		
Suspension & Steering		Composite Cargo Box w/ Cylinder Lift Assist		
Front Independent, Dual A Arm		Quick Latch Tailgate w/ Single Latch		
Rear Independent, Dual A Arm		Integrated Box Accessory System		
Adjustable Front and Rear Coil Over Shocks		Rear Receiver Hitch 2 in.		
Rack & Pinion w/ Electric Power Steering Assist		Full Chassis Skid Plates		
Tilt Steering Column		ROPS (Roller Over Protective Structure)		
Operator Compartment		Warranty		
Beverage Holder (4)		1 year/1000 hours		
60/40 Split Bench Seats (6 Occupants)				
Under Seat, Upper & Lower Dash Storage				
Sealed Glove Box Storage				
6 Seat Belts with 3 Point Restraint, retractable				
Tires				
All Terrain Industrial (8 ply)				
Front/Rear, 26x10 12				
UV34XL Gas EPS Base Package	M1507-P01-C02	2	0.00	0.00

Windshield - Poly	7342427	2	519.73	1,039.46
Roof - Sport XL	7360117	2	757.95	1,515.90
Utility - Multi-Mount Winch	7385765	2	953.17	1,906.34
Utility - Front Receiver Hitch	7219862	2	189.46	378.92
Total for UV34XL Gas Utility Vehicle				38,872.62
Quote Subtotal				38,872.62
Dealer PDI				200.00
Destination Charges				3,350.00
Dealer Assembly Charges				1,360.00
Quote Total - USD				43,782.62

Comment:

***Prices per the New York State Contract – PC70868**

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract.

*A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc, P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:	
Quotation Number: LR1736106	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____
Addresses	
Delivery Address _____	
Billing Address (if different from ship to): _____	
Tax Exempt: Y ☐ / N ☐	
Exempt in the State of: _____	
Tax Exempt ID: _____	
Federal: _____	

State: _____

Expiration Date: _____

Contract #: 2026-0090

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Public Works D5010

Date Submitted: 01/21/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Dynamic Infrastructure

Estimated Amount: 22500

Scope of Services: Infrastructure Maintenance System

Budget Line Item: D5110.44075

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE



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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 27, 2026

Re: Bridge Management System (RFP#2026-065)

The Public Works Department respectfully requests approval to enter into a contract with Dynamic Infrastructure for a Bridge Management System. The Purchasing Department received four (4) proposals, all of which were evaluated and scored by the Public Works Engineering Department. Dynamic Infrastructure received the highest overall rating and submitted the lowest cost proposal. Funding for this contract will be drawn from D5010.44046 Fees for Service, with a total cost not to exceed \$22,500.00.

The Department currently maintains bridge inspection data provided by NYSDOT, including historical reports and photographs documenting long-term conditions. Dynamic Infrastructure's platform will incorporate this data, enable timely analysis of deterioration trends, aid in development of bridge rehabilitation and replacement projects and provide rate of return analyses for Capital Planning.

Overall, the system supports data-driven maintenance planning by digitizing assets and analyzing existing inspection data to enhance decision-making, budgeting and operational efficiency.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Department of Public Works

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 27, 2026

RE: RFP 2026-065
Bridge Management System

I am in receipt of your recommendation to award the aforementioned to Dynamic Infrastructure, in the amount of \$22,500.00.

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 Dynamic Infrastructure.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Lisa M. Ramundo, Commissioner

Date: April 27, 2026

Re: Recommendation to Purchase County Road Signs RFB#2026-038

The Public Works Department is recommending Dynamic Infrastructure for a Bridge Management System. The Purchasing Department received four (4) proposals, all of which were evaluated and scored by the Public Works Engineering Department. Dynamic Infrastructure received the highest overall rating and submitted the lowest cost proposal. Funding for this contract will be drawn from D5010.44046 Fees for Service, with a total cost not to exceed \$22,500.00.

The Department currently maintains bridge inspection data provided by NYSDOT, including historical reports and photographs documenting long-term conditions. Dynamic Infrastructure's platform will incorporate this data, enable timely analysis of deterioration trends, aid in development of bridge rehabilitation and replacement projects and provide rate of return analyses for Capital Planning.

Overall, the system supports data-driven maintenance planning by digitizing assets and analyzing existing inspection data to enhance decision-making, budgeting and operational efficiency.

FINAL RATING

RFP #2026-065: Bridge Management Sysytem

Proposal Rating Worksheet

	Dark Consultancy	Dynamic Infrastructure	Infratek Solutions	Smartshore
	Score	Score	Score	Score
TOTALS:	2.367	4.6	3	3.4

NOTES:

Weak proposal in terms of preparation

Deficient in clientele or the proposal doesn't give enough information.

Too expensive

RFP #2026-065: Bridge Management Sysytem**Proposal Rating Worksheet****Proposer:** Dark Consultancy

		Chirs C.		Lisa M.		Tony F.		
	Weight	Rate	Score	Rate	Score	Rate	Score	AVERAGE SCORE
Criterion #1: Proposers Comprehension of Required Work	40%	3	1.2	4	1.6	0	0	
Criterion #2: Total Proposed Price	40%	2	0.8	3	1.2	2	0.8	
Criterion #3: Client References	10%	2	0.2	5	0.5	0	0	
Criterion #4: Ability to deliver project in a timely manner	10%	3	0.3	5	0.5	0	0	
TOTALS:			2.5		3.8		0.8	2.3666667

NOTES:

Weak proposal in terms of preparation

Deficient in clientele or the proposal doesn't give enough information.

Too expensive

RFP #2026-065: Bridge Management Sysstem**Proposal Rating Worksheet****Proposer:** Dynamic Infrastructure

		Chris C		Lisa R.		Tony F.		
	Weight	Rate	Score	Rate	Score	Rate	Score	AVG. SCORE
Criterion #1: Proposers Comprehension of Required Work	40%	4	1.6	5	2	5	2	
Criterion #2: Total Proposed Price	40%	5	2	5	2	5	2	
Criterion #3: Client References	10%	4	0.4	5	0.5	5	0.5	
Criterion #4: Ability to deliver project in a timely manner	10%	3	0.3	5	0.5	0	0	
TOTALS:			4.3		5		4.5	4.6

NOTES:

Cost is very reasonable

Impressed they have a patented predictive deterioration forecasting tool

Proposal is comparable to Infratks and SmartShore

It appears they specialize in our line of work.

Recommend reaching out to The Genessee County DPW to get their opinion on this companies services

RFP #2026-065: Bridge Management Sysstem**Proposal Rating Worksheet****Proposer:** Infratek Solutions

		Chris C		Lisa R.		Reviewer 3		
	Weight	Rate	Score	Rate	Score	Rate	Score	AVG. SCORE
Criterion #1: Proposers Comprehension of Required Work	40%	4	1.6	5	2	5	2	
Criterion #2: Total Proposed Price	40%	1	0.4	1	0.4	1	0.4	
Criterion #3: Client References	10%	4	0.4	5	0.5	5	0.5	
Criterion #4: Ability to deliver project in a timely manner	10%	3	0.3	5	0.5	0	0	
TOTALS:			2.7		3.4		2.9	3

NOTES:

Annual subscription is too high.

Good clientele and many in our line of work.

Well prepared proposal

Would recommend if cost was comparable to the low bidder in this group.

RFP #2026-065: Bridge Management Sysstem**Proposal Rating Worksheet****Proposer:** SmartShore Services LLC

		Chris C.		Lisa R.		Tony F.		
	Weight	Rate	Score	Rate	Score	Rate	Score	AVG. SCORE
Criterion #1: Proposers Comprehension of Required Work	40%	4	1.6	4	1.6	5	2	
Criterion #2: Total Proposed Price	40%	2	0.8	3	1.2	3	1.2	
Criterion #3: Client References	10%	3	0.3	5	0.5	2	0.2	
Criterion #4: Ability to deliver project in a timely manner	10%	3	0.3	5	0.5	0	0	
TOTALS:			3		3.8		3.4	3.4

NOTES:

Annual subscription is too high.

Very well prepared proposal

Very impressive clientele but none in our line of work.

COUNTY OF ALBANY
REQUEST FOR PROPOSALS #2026-065
BRIDGE MANAGEMENT SYSTEM

Submitted to:

Albany County Department of Public Works
Attn: Department of General Services, Purchasing Division
Pamela O'Neill, Purchasing Agent
112 State Street, Room 820, Albany, NY 12207

Submitted by:

DYNAMIC INFRASTRUCTURE, INC.

136 Madison Ave, New York, NY 10016
Contact: Orly Ben-Eliyahu, COO
Phone: 240-731-8864 | Email: orly.b@diglobal.tech
Date: April 16, 2026

*This proposal contains proprietary information of Dynamic Infrastructure, Inc.
and is presented to the Client for its own internal use in evaluating the proposed services.*

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SECTION I – TITLE PAGE & EXECUTIVE SUMMARY

RFP #2026-065 – BRIDGE MANAGEMENT SYSTEM

Proposer: Dynamic Infrastructure, Inc. | 136 Madison Ave, New York, NY 10016

Contact: Orly Ben-Eliyahu, COO | 240-731-8864 | orly.b@diglobal.tech

Submission Date: April 16, 2026

Executive Summary

Dynamic Infrastructure (DI) proposes an AI-powered Bridge Management System fully aligned with Albany County's requirements for a scalable, data-driven infrastructure analytics platform. Our Engineering-AI™ Virtual Assistant Engineer transforms existing inspection reports and imagery from any source into predictive maintenance insights, deterioration timelines, and ROI-driven recommendations, delivering preventive risk quantification and data-backed decision support at scale.

The solution enhances safety, optimizes lifecycle costs, and enables data-driven capital planning without requiring new hardware or changes to existing workflows. Albany County's inspection data, collected through whatever devices and methods the County already uses, becomes the foundation for a new layer of AI intelligence that dramatically reduces manual engineering desk work and surfaces insights that were previously invisible.

Key capabilities delivered to Albany County:

- AI-based defect detection, classification, and tracking across inspection cycles
- Predictive deterioration forecasting and visual timelines (US Registered Patent)
- ROI calculator for repair vs. replacement and budget optimization
- Network-level prioritization and GIS-integrated dashboards
- Open APIs and seamless integration with existing County systems
- Explainable, auditable AI with full human-in-the-loop validation

DI is a US-based company established in 2019, currently deployed in 13 countries and across multiple US states, managing hundreds to thousands of bridge and structure assets per jurisdiction. Albany County will benefit from proven technology, experienced civil and AI engineering staff, and a structured onboarding process.

SECTION II – QUALIFICATIONS & EXPERIENCE

2.1 Company Overview and Qualifications

Dynamic Infrastructure, Inc. ("DI") is a U.S.-based technology company specializing in AI-driven infrastructure analytics and asset management solutions for public agencies, transportation authorities, and infrastructure owners. DI is qualified to conduct business in the State of New York and operates in compliance with all applicable federal, state, and local regulations.

DI's platform, known as the Engineering-AI™ Virtual Assistant Engineer, is purpose-built to support infrastructure owners in transforming existing inspection data into actionable insights, predictive analytics, and data-driven maintenance strategies. The system enhances traditional engineering workflows by automating condition assessment, deterioration tracking, and prioritization processes at scale.

2.1.1 Years in Business and Experience

Dynamic Infrastructure was established in 2019 and has since rapidly expanded its presence across the United States and internationally, serving counties, cities, Departments of Transportation, and transportation agencies responsible for managing critical infrastructure assets.

The DI team brings decades of combined experience in:

- Civil and structural engineering
- Transportation infrastructure management
- Artificial intelligence and computer vision
- Data analytics and asset lifecycle optimization

Since its founding, DI has successfully deployed its platform across multiple jurisdictions, supporting the analysis of hundreds to thousands of assets, including bridges, culverts, roads, and retaining walls.

2.2 DI Team Involved in the County Engagement

Team Member	Background & Role in Engagement
Saar Dickman <i>Founder & CEO</i>	Founder and CEO of Dynamic Infrastructure, a transportation expert and accomplished deep-tech entrepreneur focused on modernizing infrastructure management through AI-driven analytics and decision support. A trained soil and water engineer, Saar brings strong domain expertise in civil and transportation infrastructure, combining engineering knowledge with advanced technology innovation. Under his leadership, DI developed the Engineering-AI™ platform to help public agencies manage large-scale asset inventories. Saar leads DI's strategic growth across transportation and waterfront infrastructure sectors, advancing safer, more resilient, and data-driven infrastructure management.
Orly Ben-Eliyahu <i>COO / Primary Contact</i>	Chief Operating Officer of Dynamic Infrastructure and a strategic growth and operations leader with extensive experience in operations, business development, and organizational execution across international companies

Team Member	Background & Role in Engagement
	and organizations. She leads DI's business expansion, partnerships, and go-to-market strategy, working closely with public agencies and industry stakeholders to drive adoption of DI's AI-driven infrastructure management platform. Orly plays a central role in scaling company operations, strengthening customer success, and ensuring DI delivers measurable value to its clients and partners.
Omer Koreh <i>VP of Product & Delivery</i>	A customer-centric, AI-powered product leader with deep experience translating real-world infrastructure challenges into scalable, high-impact technology solutions. He leads product strategy, delivery execution, and cross-functional coordination to ensure DI's Engineering-AI™ platform meets the operational needs of public agencies managing large infrastructure inventories. Omer works closely with engineering, research, and customer success teams to deliver reliable, intuitive, and data-driven capabilities that support preventive maintenance planning, risk prioritization, and ROI-based repair vs. replacement decision-making.
John Ford <i>Director of Customer Success</i>	Responsible for training and supporting clients across the U.S. and globally. With deep product knowledge and a hands-on approach, he ensures each client team is fully equipped to adopt and maximize value from DI's AI-driven infrastructure management platform. John will serve as the primary onboarding and training lead for Albany County.
Dekel Dayan <i>Senior Delivery & Data Manager</i>	Leads DI's internal delivery process, ensuring the efficient execution of projects from onboarding through deployment and ongoing support. With a strong focus on operational excellence and coordination, Dekel manages internal workflows, timelines, and cross-team collaboration to ensure data ingestion, analysis, and platform delivery are executed accurately and on schedule. His role is critical to maintaining consistency, quality, and responsiveness as DI scales its AI-driven infrastructure solutions for public-sector clients.

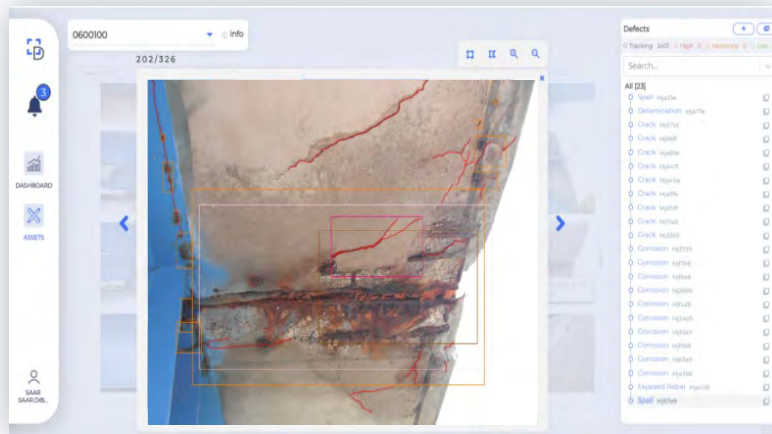
2.3 Authorized Contact

Name / Title	Orly Ben-Eliyahu, COO
Address	136 Madison Ave, New York, NY 10016 (Maryland office: area code 20852)
Phone	+1-240-731-8864
Email	orly.b@diglobal.tech

2.4 Relevant Experience Delivering Similar Services

2.4.1 AI-Enabled Infrastructure Analytics

- Automated defect detection using computer vision
- Classification of structural defects (including but not limited to cracking, spalling, corrosion, exposed reinforcement, joint deterioration)
- Severity assessment and condition scoring at the component and asset level
- Explainable AI outputs with human-in-the-loop validation for engineer review and override



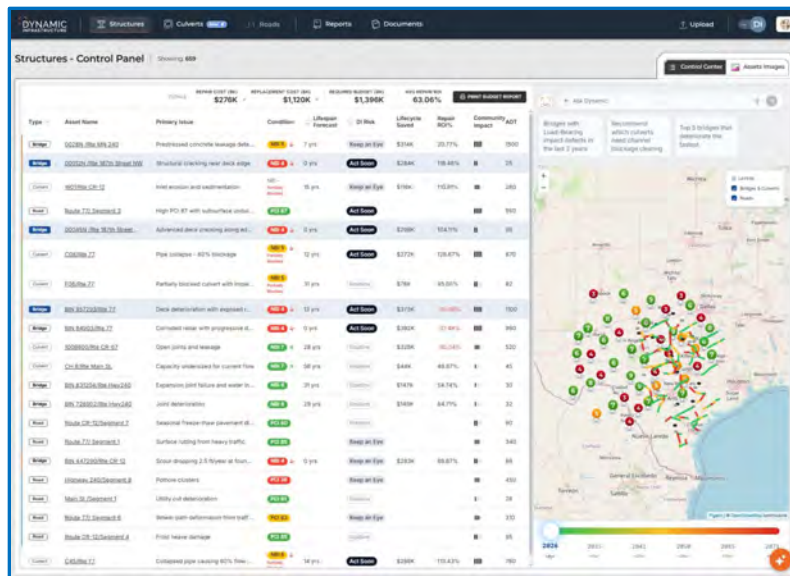
2.4.2 Deterioration Tracking and Forecasting

- Multi-cycle image comparison across inspection periods
- Patented capability for associating defects and tracking them over time (US Registered Patent)
- Generation of deterioration timelines and predictive condition forecasts



2.4.3 Asset Management and Decision Support

- Network-level prioritization based on risk, condition, and severity
- ROI-based analysis for maintenance vs. replacement decisions
- Support for capital planning, budget justification, and funding requests



2.4.4 Data Integration and Interoperability

- Ingestion of inspection reports, images, video, and historical data from any source - unlimited volume
- Compatibility with multiple formats: PDF, JPEG, PNG, TIFF, video, GIS data
- API-based integration with GIS and asset management systems

2.4.5 Experience with Transportation Agencies and Infrastructure Owners

DI has worked with a range of public-sector clients, including County Departments of Public Works, State Transportation agencies, and infrastructure operators managing bridge and roadway networks. Representative US engagements include select examples such as:

Client / Jurisdiction	Assets Under Management
Genesee County, NY	377 assets
Chambers County, AL	160 assets
Champaign County, IL	75 assets
Santa Barbara County, CA	450 assets
Fayette County, OH	220 assets
FL Department of Transportation	50 assets
Adams County, WA	200 assets
Polk County, MN	70 assets

These engagements, spanning 13 countries and multiple US states, demonstrate DI's ability to deliver scalable, data-driven solutions within complex public infrastructure environments.

2.5 Distinguishing Qualifications

- Purpose-built Engineering-AI™ platform for infrastructure not a generic analytics tool adapted for infrastructure use
- Source-agnostic data ingestion, requiring no new hardware or changes to inspection methods
- Patented deterioration tracking capabilities across inspection cycles (US Registered Patent)
- Integrated ROI and forecasting tools for capital planning and budget optimization
- Explainable and auditable AI, ensuring transparency, trust, and professional engineering accountability

2.6 Organizational Capabilities

Dynamic Infrastructure combines engineering expertise with advanced AI technology, enabling the company to deliver both technically rigorous and operationally practical solutions. Key capabilities include:

- Cloud-based SaaS delivery - no on-premises installation required
- Rapid deployment - initial setup within approximately two weeks of data receipt
- Scalable architecture supporting large asset inventories across multiple asset classes
- Continuous system updates and improvements
- Dedicated customer success and support teams with US-based coverage

2.7 Vendor Responsibility Questionnaire

The completed Vendor Responsibility Questionnaire (Attachment C) is included in Section VI of this proposal.

SECTION III – REFERENCES

Dynamic Infrastructure provides the following client references from similar bridge and infrastructure asset management engagements. Direct contact information will be provided upon Albany County's request, in coordination with each client.

Reference 1: Genesee County, New York

Client	Genesee County, NY - Department of Public Works
Scope	AI-enabled condition assessment and deterioration tracking for a county bridge and structure portfolio (377 assets)
Platform Features	Defect detection and classification, visual deterioration timelines, maintenance prioritization, exportable reporting, GIS visualization, Control Center dashboard
Relevance to Albany RFP	Direct analog - NY county DPW, similar asset scale, identical use case including AI analysis, multi-cycle comparison, and capital planning support
Contact	Available upon request

Reference 2: Chambers County, Alabama

Client	Chambers County, AL - Department of Public Works
Scope	AI-based bridge inspection analysis, deterioration trend tracking, and maintenance decision support (160 assets)
Platform Features	Full DI platform suite including automated defect detection, ROI calculator, prioritization dashboard, deterioration timelines, and exportable reports for funding justification
Relevance to Albany RFP	County-scale bridge management with a focus on data-driven capital planning and long-term asset condition tracking - directly comparable to Albany County's objectives
Contact	Available upon request

Additional references are available from Santa Barbara County, CA; Champaign County, IL; FL Department of Transportation; Adams County, WA; and Polk County, MN upon request.

SECTION IV – PLAN IMPLEMENTATION (SCOPE OF SERVICES)

4.1 System Characteristics

DI's Engineering-AI™ platform is a SaaS, cloud-based solution hosted on AWS servers located in Northern Virginia (CONUS). The platform is a multi-module solution that supports a wide range of asset classes, including bridges, roads, culverts, drainage systems, and other public works assets - natively extensible to support Albany County's long-term infrastructure asset management vision.

The platform is designed around open architecture principles and requires no proprietary inspection capture devices or changes to existing inspection workflows. Open APIs support integration with transportation asset management systems, enterprise GIS platforms, and capital planning tools currently in use by Albany County.

4.2 Data Integration and Compilation

DI's platform ingests inspection reports, images, video, and databases from any source, with no limitation on data volume. Upon ingestion, all materials are organized into a centralized digital repository structured by individual asset, providing both asset-level detail and network-level overview.

- Accepts inspection data from handheld cameras, mobile devices, drones, inspection vehicles, and existing bridge inspection databases
- Supports all specified file formats: JPEG, PNG, TIFF, video files, and PDF inspection reports
- Maintains a centralized digital record of inspection imagery and inspection history per bridge asset
- Centralized view across all assets in the inventory, including actionable condition insights and a color-coded geographic map
- Platform supports open data standards and APIs enabling export and integration with Albany County GIS, asset management platforms, and data analytics tools
- Albany County retains full ownership of all uploaded data, derived analytics, and model outputs - DI will not use County data to train or improve commercial AI models without explicit written authorization

4.3 Image Association & Comparison Technology

DI's patented image association technology is the foundation of the platform's deterioration intelligence. The system:

- Intelligently aligns images captured across different inspection cycles, viewpoints, lighting conditions, and data sources to create a consistent visual timeline for each asset and component
- Identifies and links the same physical defect across multiple inspections, forming a continuous defect history rather than isolated, unconnected observations
- Enables precise side-by-side and time-lapse comparisons, allowing engineers to clearly visualize deterioration trends, validate changes in condition, and assess the rate of degradation over time

- Reduces subjectivity by standardizing visual analysis, ensuring that defect tracking and condition assessments remain consistent regardless of inspector or inspection method

This capability satisfies the RFP requirements in Section 4.3 for image association across different devices, perspectives, and lighting conditions. DI holds a US Registered Patent covering this image association and deterioration tracking methodology.

4.4 Deterioration Detection & Tracking

The DI AI engine provides fully automated defect monitoring and tracking capabilities, including:

- Detection and classification of all RFP-specified bridge defect types: cracking, spalling, corrosion, exposed reinforcement, and joint deterioration
- Automatic tracking of deterioration progression using historical inspection imagery and data
- Automatic association of defect images across inspection cycles using DI's patented technology
- Generation of alerts when significant deterioration progression is detected
- All AI-generated findings are explainable and auditable - inspectors and engineers can review, validate, and override automated defect classifications at any time
- The system clearly distinguishes AI-generated insights from human-verified inspection findings, maintaining full transparency in the analytical workflow

4.5 Deterioration Timeline and Asset History

DI's platform automatically generates a comprehensive visual deterioration timeline for each bridge asset and structural component:

- Displays defect evolution across inspection years with visual side-by-side comparisons
- Estimates deterioration progression rates based on multi-cycle inspection data
- Supports predictive analysis of future condition states
- Enables export of condition history and deterioration datasets in standard formats for integration with external asset management systems

4.6 ROI Calculator & Forecasting Tool

DI's platform includes a built-in ROI and lifecycle cost analysis capability that supports the capital planning decisions specified in the RFP:

- Analyzes repair vs. replacement scenarios by comparing short-term fixes with long-term capital investments, helping the County determine the most cost-effective strategy for each asset
- Performs lifecycle cost modeling by incorporating deterioration rates, maintenance history, and environmental factors to project total cost of ownership over time
- Enables dynamic budget simulations, allowing users to test different funding levels, intervention strategies, and prioritization approaches to understand their financial and operational impact

- Supports capital planning by identifying high-risk and high-cost assets in advance, aligning maintenance and replacement plans with available budgets, funding cycles, and long-term infrastructure strategies
- Quantifies ROI for preventive maintenance actions, demonstrating how early interventions reduce future capital expenditures, extend asset lifespan, and optimize resource allocation across the network

Forecasting algorithms and lifecycle cost models are transparent and configurable. Albany County's asset managers can adjust parameters to align with local engineering standards and agency practices.

4.7 Maintenance Prioritization

DI's platform provides a comprehensive, data-driven maintenance prioritization framework:

- Automatically ranks assets based on risk, condition, deterioration severity, and criticality, ensuring limited resources are directed to the highest-impact areas
- Combines defect severity, deterioration trends, and asset importance (including community impact) into a clear, data-driven prioritization framework
- Supports preventive maintenance strategies by identifying early-stage issues before they escalate into costly failures or emergency repairs
- Provides a network-level view through the Control Center, allowing decision-makers to prioritize across the full county asset inventory - not just individual bridges, but as part of an optimized system-wide plan
- Prioritization framework is fully customizable based on County-defined criteria: risk thresholds, traffic volume, structural criticality, redundancy, and budget constraints

4.8 Visualization & Reporting

Control Center - Dashboard & Reporting

The Control Center serves as a centralized, intuitive dashboard that provides a comprehensive, at-a-glance view of the entire asset network, including condition, risk levels, and priority rankings.

- Enables users to seamlessly navigate between network-level insights and detailed, asset-specific data - supporting both strategic decision-making and day-to-day operations
- All data, visuals, and analyses within the platform can be easily exported into reports, ensuring flexibility for sharing, documentation, and compliance needs
- GIS-integrated map view with color-coded condition status across the bridge inventory

In addition to standardized condition reports, the system generates advanced reporting outputs including:

- Change Reports (Deterioration): Highlight condition changes over time, track defect progression, and quantify deterioration across inspection cycles
- Upcoming Inspection Reports: Flag previously identified defects and required follow-ups, helping inspectors verify that all critical issues are revisited in the next inspection cycle
- Capital Planning Summaries: Support budget justification with visual evidence and prioritization rankings
- Exportable data in CSV, JSON, and GIS-compatible formats as specified in the RFP

The platform supports consistent, transparent communication across teams, management, and external stakeholders through clear, data-driven reporting outputs.

4.9 System Integration

DI's open API architecture supports integration with Albany County's existing systems:

- Bridge inspection databases
- Enterprise GIS systems and platforms
- Asset management software
- Transportation infrastructure datasets
- Enterprise data warehouses and analytics platforms
- Capital improvement planning systems
- Pavement management systems

DI's integration philosophy is to enhance existing asset management systems rather than replace them, minimizing disruption to Albany County's current workflows and data infrastructure.

4.10 Implementation Timeline

Phase / Deliverable	Timeline
Initial setup and feedback	Up to 2 weeks from receipt of materials
Full access to DI system and analyzed data	Additional 6–8 weeks
User training (web-based)	Concurrent with full access delivery
System documentation	Delivered at time of full platform access
Ongoing updates, patches, and support	Continuous - included in subscription

Proposed timelines reflect DI's standard onboarding assumptions for a portfolio of up to 100 bridges with existing digital inspection data. DI will collaborate with Albany County during data preparation and migration to confirm timelines based on actual data volume and format.

4.11 Training & Support

4.11.1 Data and Service Availability

- Information and data are stored and processed in secure AWS servers
- Users can upload new reports and images for analysis 24/7

4.11.2 Delivery

- Web-based Cloud service - no on-site installation required

4.11.3 Browser and Screen Requirements

- The system operates on Chrome, Microsoft Edge, Safari, and Firefox browsers
- 10-inch screens or larger (including tablets) are required
- No special requirements to receive alerts and notifications on mobile devices

4.11.4 Support

- In-product 24/7 chat with a human agent
- 12-hour reply guarantee for all emails received by DI's support center

4.11.5 Security

Dynamic Infrastructure's cloud system is hosted on AWS infrastructure and provides its customers with industry-proven security practices meeting modern IT security standards:

Certification / Standard	Status
SOC 1 / ISAE 3402, SOC 2, SOC 3	Compliant
FISMA, DIACAP, FedRAMP	Compliant
PCI DSS Level 1	Compliant
ISO 9001, ISO 27001, ISO 27017, ISO 27018	Compliant

Additional security capabilities include: encryption of all data in transit and at rest; role-based access control (RBAC) with support for SAML 2.0 and OpenID Connect; full audit logging for all user access and system activity; and no transmission of County inspection imagery to public AI services or LLMs without explicit County authorization.

4.11.6 Vulnerability Assessment and Version Updates

- Yearly comprehensive assessment of security practices
- Security patches issued as needed
- Routine data backup
- Periodic version updates

4.11.7 Training

- DI will provide training on its designated web-based training platform
- Training sessions for platform updates will be provided as needed throughout the contract term

SECTION V – COST PROPOSAL

5.1 Annual Subscription Cost - Up to 100 Bridges

Item	# of Assets	Annual Cost
DI Bridge Module - Annual Subscription	100	\$22,500

5.2 Payment Terms

Milestone	Percentage	Amount
Upon approval and signing by Albany County	30%	\$6,750
Upon delivery approved by Albany County	70%	\$15,750
Total	100%	\$22,500

5.3 Contract Term

1-year initial term with optional renewals as specified in the RFP. Renewal pricing will be provided at the same subscription rate, subject to mutual agreement, with 60-day advance renewal notice.

SECTION VI – MANDATORY DOCUMENTATION

The following mandatory attachments are included in this section as required by RFP Section 7.1:

- Attachment A: Non-Collusive Bidding Certificate
- Attachment B: Acknowledgment by Proposer
- Attachment C: Vendor Responsibility Questionnaire
- Attachment D: Iranian Energy Divestment Certification

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

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

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

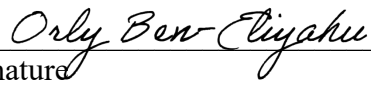
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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



Signature

COO

Title

Dynamic Infrastructure

Company Name

4.16.2026

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 _____

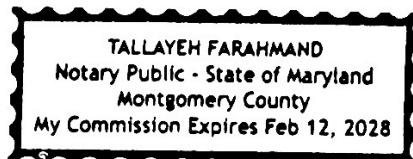
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Maryland)
COUNTY OF Montgomery) SS.:

On this 16th day of April, 2026, before me personally appeared Orly Ben Elkayahu to me known, who, being by me sworn, did say that he resides at (give address) 7012 Sulky Ln - Rockville, MD, 20852; that She is the (give title) COO of the (name of corporation) Dynamic Infrastructure 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.



Tallayeh Farahmand
Notary Public, State of Maryland
Qualified in Notary public
Commission Expires Feb 12, 2028

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 DYNAMIC INFRASTRUCTURE INC.		3. IDENTIFICATION NUMBERS a) FEIN # 83-3269512 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.diglobal.tech	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 136 Madison Ave. New York, NY 10016		7. TELEPHONE NUMBER 240-731-8864	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Orly Ben-Eliyahu Title COO Telephone Number 240-731-8864 Fax Number e-mail orly.b@diglobal.tech			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) Saar Dickman	Founder & CEO	b) Orly Ben-Eliyahu	COO
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No ☐ Yes ☒ No			

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

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

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

FEIN

Tallayeh Farahmand
Printed Name
Signature
04/16/2026 Exp: 02/12/2028
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.

Orly Ben-Elizahu
Signature

COO
Title

4.16.2026
Date

DYNAMIC INFRASTRUCTURE INC.
Company Name

APPENDIX A – SECURITY & COMPLIANCE DETAILS

- AWS-hosted cloud infrastructure, all data centers located within the Continental United States (CONUS)
- SOC 1/ISAE 3402, SOC 2, SOC 3 compliance
- FISMA, DIACAP, and FedRAMP compliance
- ISO 9001, ISO 27001, ISO 27017, ISO 27018 compliance
- PCI DSS Level 1 compliance
- Encryption of all data at rest and in transit using industry-standard protocols
- Role-based access control (RBAC) supporting separation of permissions for inspectors, engineers, administrators, and external consultants
- Support for SAML 2.0 and OpenID Connect for integration with Albany County's enterprise identity provider
- Comprehensive audit logging for all user access and system activity
- All third-party AI models and ML frameworks disclosed to the County upon request
- AI functionality does not transmit County inspection imagery or infrastructure data to public AI services or LLMs without explicit authorization
- Yearly security practice assessments; security patches issued as needed; routine data backup; periodic version updates
- Secure data disposal per NIST 800-88 following contract expiration

APPENDIX B – SAMPLE DELIVERABLES & VISUAL OUTPUTS

DI's platform delivers the following sample outputs, available for review during a platform demonstration:

- Deterioration timelines - visual side-by-side comparison of defect progression across inspection years per component
- Control Center dashboard - color-coded network-level map and prioritized asset ranking by risk and condition
- ROI analysis outputs - repair vs. replacement cost modeling with lifecycle projections
- Change Reports - defect progression summaries highlighting significant condition changes between inspection cycles
- Upcoming Inspection Reports - pre-populated defect checklists derived from prior inspection findings
- Capital planning summaries - budget scenario outputs for various funding levels
- Exportable reports in PDF, CSV, JSON, and GIS-compatible formats

DI offers a live platform demonstration for Albany County evaluation committee members at a mutually convenient time. Contact Orly Ben-Eliyahu at orly.b@diglobal.tech or 240-731-8864 to schedule.

APPENDIX C – TERMS & CONDITIONS

- **Data Ownership:** Albany County retains full ownership of all uploaded data, derived analytics, and model outputs generated from County inspection materials at all times.
- **No AI Training on County Data:** DI will not use Albany County data to train or improve commercial AI models without explicit written authorization from the County.
- **Full Data Export:** Albany County has the right to export all data, analysis results, and reports from the platform at any time in standard formats.
- **CONUS Data Location:** All data is stored, processed, and accessed exclusively from within the Continental United States. No data is stored or accessed from outside CONUS without prior written authorization from the Albany County Chief Information Officer.
- **Data Breach Notification:** In the event of a confirmed data breach, DI will notify the Albany County Chief Information Officer by telephone as soon as possible upon confirmation, followed by a written preliminary incident analysis within 72 hours.
- **Secure Data Disposal:** Following contract expiration or termination, DI will destroy all County data in compliance with NIST 800-88 within 60 calendar days, with certificates of destruction provided upon request.
- **Intellectual Property:** All original records and data compiled from Albany County inspection materials are the property of Albany County. DI retains rights to its platform, software, AI models, and methodologies.
- **Third-Party Disclosure:** Unless prohibited by law, DI will notify Albany County in writing within 24 hours of any third-party request for County data.
- **MacBride Principles:** Dynamic Infrastructure, Inc. has no business operations in Northern Ireland and is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993.
- **Non-Discrimination:** Dynamic Infrastructure, Inc. is in compliance with all applicable non-discrimination requirements under Article 15 of New York Executive Law and all applicable federal non-discrimination statutes.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS



RFP#2026-065

BRIDGE MANAGEMENT SYSTEM

**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: Bridge Management System RFP NUMBER: 2026-065

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 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 #2026-065

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: _____

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
BRIDGE MANAGEMENT SYSTEM
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
RFP #2026-065

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

1.1 The County of Albany is seeking proposals for a **BRIDGE MANAGEMENT SYSTEM** as requested by **ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**.

1.2 Albany County Department of Public Works seeks proposals from qualified vendors to provide an **Artificial Intelligence (AI)-enabled infrastructure analytics platform** capable of compiling bridge inspection data, analyzing deterioration trends, and supporting asset management decision-making.

1.3 The system shall utilize advanced computer vision and machine learning techniques to analyze inspection imagery and historical inspection records to assist the County in prioritizing maintenance, rehabilitation, and replacement projects.

The County seeks a solution that supports long-term infrastructure asset management and data-driven capital planning. The proposed solution should therefore be capable of expanding beyond bridge inspection analytics to support broader public works asset classes (e.g., roads, culverts, drainage infrastructure, and related transportation assets), either natively or through integration with existing asset management systems

The objective is to enhance the County's bridge management program through **data-driven insights, deterioration forecasting, and lifecycle cost optimization**. The County encourages proposals that support an extensible asset management architecture rather than a single-purpose analytical tool.

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, APRIL 17, 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 the **ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**.
- 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 works.
- 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 **Bridge Management System- Artificial Intelligence (AI)-enabled infrastructure analytics platform**:
 - experience with AI or computer vision technologies applied to infrastructure inspection
 - experience working with transportation agencies or infrastructure owners
 - demonstrated capability to analyze inspection imagery and asset data
 - experience integrating solutions with transportation asset management systems or enterprise GIS platforms
- 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 shall provide a **cloud-based or hybrid AI platform** capable of ingesting, analyzing, and visualizing bridge inspection data from multiple sources.

The proposed solution must support open architecture principles and must not require proprietary inspection capture devices, sensors, or imagery sources in order to operate.

The system must integrate inspection images, historical inspection reports, and asset metadata to support deterioration analysis and infrastructure investment planning.

Solutions should also support interoperability with transportation asset management systems, GIS platforms, and capital planning systems in use by Albany County.

Albany County is interested in solutions that can evolve toward a comprehensive infrastructure asset management platform. Vendors should describe the ability of their solution to support additional asset classes such as roads, culverts, drainage systems, traffic infrastructure, and other public works assets, either through native functionality or integration with other systems.

4.2. Functional Requirements

Data Integration and Compilation

The system shall:

- Compile and organize **existing bridge inspection reports, photographs, and related inspection documentation** from multiple sources.
 - Accept inspection data generated from:
 - o handheld cameras
 - o mobile devices
 - o drones
 - o inspection vehicles
 - o existing bridge inspection databases
 - Support common file formats including JPEG, PNG, TIFF, video files, and PDF inspection reports.
 - Maintain a **centralized digital record of inspection imagery and inspection history** for each bridge asset.
 - The platform shall support open data standards and APIs that enable export and integration with other County systems, including enterprise GIS, asset management platforms, and data analytics tools.
 - The County shall retain full ownership of all uploaded data, derived analytics, and model outputs generated from County inspection materials.
 - The vendor shall not use County data to train or improve commercial AI models without explicit written authorization from Albany County.
-

4.3 Image Association and Comparison Technology

The platform must include advanced computer vision capabilities that:

- **Associate and align images of bridge components captured from different devices and perspectives**, regardless of:
 - o time of day
 - o lighting conditions
 - o camera angle
 - o resolution differences
- Automatically identify the **same physical defect or structural element across multiple inspection cycles**.
- Allow inspectors to visually compare images from multiple inspections to determine **changes in defect size, severity, or extent**.

Utilize advanced image comparison or computer vision capabilities capable of associating and comparing inspection imagery across inspection cycles. The County does not require patented technology and encourages proposals describing the underlying methodology used.

4.4 Deterioration Detection and Tracking

The system shall provide automated defect monitoring capabilities including:

- Identification and classification of common bridge defects including:
 - o cracking
 - o spalling
 - o corrosion
 - o exposed reinforcement
 - o joint deterioration
- **Tracking of deterioration trends using historical inspection imagery and data.**
- Automatic association of defect images across inspection cycles.
- Generation of alerts when **significant deterioration progression is detected**.
- AI-generated findings must be explainable and auditable. The system must allow inspectors or engineers to review, validate, and override automated defect classifications.
- The system must clearly identify AI-generated insights versus human-verified inspection findings.

The technology must incorporate **patented capabilities to associate defect imagery and track deterioration over time**.

4.5 Deterioration Timeline and Asset History

The platform shall generate a **visual deterioration timeline** for bridge assets and structural components.

The timeline must:

- Display defect evolution across inspection years.
- Provide visual side-by-side comparisons of defect conditions.
- Estimate deterioration progression rates.
- Support predictive analysis of future condition states.

This feature will allow the County to better understand **long-term structural performance and deterioration patterns**.

The platform should support export of condition history and deterioration datasets in standard formats suitable for integration with external asset management or transportation infrastructure systems.

4.6 ROI Calculator and Forecasting Tool

The platform shall include a built-in **Return on Investment (ROI) Calculator and Forecasting Tool** that allows asset managers to evaluate maintenance and capital planning decisions.

The tool shall:

- Evaluate **repair versus replacement scenarios**.
- Estimate lifecycle cost impacts of different maintenance strategies.
- Forecast infrastructure deterioration and project timing.
- Calculate **ROI for maintenance prioritization and capital allocation**.
- Support budgeting scenarios for various funding levels.

Outputs should include:

- life extension projections
- lifecycle cost comparisons
- recommended intervention timing
- cost-benefit analysis for competing projects.

Forecasting algorithms and lifecycle cost models must be transparent and configurable by the County to ensure alignment with engineering standards and asset management practices.

4.7 Maintenance Prioritization

The platform shall provide decision-support tools that allow the County to:

- Rank bridges or bridge components based on:
 - o deterioration severity
 - o safety risk
 - o structural importance
 - o cost efficiency
 - Identify assets requiring **immediate attention versus long-term monitoring**.
 - Support capital improvement program planning.
 - The system should allow prioritization frameworks to be customized based on County-defined criteria including risk, traffic volume, structural criticality, redundancy, and budget constraints.
-

4.8 Visualization and Reporting

The system shall provide user-friendly dashboards that display:

- bridge condition status
- deterioration trends
- defect history
- ROI analysis results
- maintenance prioritization lists.

Reporting capabilities shall include:

- exportable reports
- visual deterioration timelines
- inspection comparison views
- capital planning summaries.

The platform should support integration with enterprise GIS platforms and allow geospatial visualization of infrastructure conditions and inspection data.

Reporting outputs must be exportable in standard formats including CSV, JSON, and GIS-compatible formats.

4.9 System Integration

The proposed platform should be capable of integrating with existing asset management systems, including:

- bridge inspection databases
 - GIS systems
 - asset management software
 - transportation infrastructure datasets.
 - enterprise data warehouses and analytics platforms
 - capital improvement planning systems
 - pavement management systems
-

4.10 Deliverables

The selected vendor shall provide:

- AI platform deployment and configuration
 - data migration and ingestion support
 - user training and documentation
 - system maintenance and technical support
 - ongoing software updates and enhancements.
 - Initial set-up and feedback shall be delivered in 2 weeks from receipt of inspection materials. Proposed implementation timelines should reflect realistic deployment, configuration, and data validation. Vendors should clearly describe assumptions regarding data preparation, migration, and model calibration.
 - Full access to the AI system and analyzed data shall be delivered 6 weeks later
-

4.11 Expected Outcomes

The County anticipates that the selected system will:

- Improve the efficiency of bridge inspection review processes
- Provide objective deterioration analysis using AI
- Enhance maintenance prioritization decisions
- Support lifecycle cost optimization and capital planning

Improve transparency and accountability in infrastructure investment decisions

4.12 IT Specifications/Support/Security

Data and Service Availability

- Information and data are stored and processed in secure AWS servers
- The County can upload new reports and images for analysis 24/7

Delivery

- Web-based Cloud service – no on-site installation required

Requirements

- The system shall operate on Chrome, Microsoft Edge, Safari and Firefox browsers
- The solution must support modern identity federation standards including SAML 2.0 or OpenID Connect for integration with Albany County's enterprise identity provider.
- Role-based access control must be supported to allow separation of permissions for inspectors, engineers, administrators, and external consultants.
- All data must be encrypted in transit and at rest using industry-standard encryption protocols.
- The system must support audit logging for all user access and system activity.
- The vendor must disclose all third-party AI models, machine learning frameworks, or external AI services used in the solution.
- AI functionality must not transmit County inspection imagery or infrastructure data to public AI services or large language models without explicit authorization.

Support

- In-product 24/7 chat with a human agent
- 12-hr reply to all emails received

Security - Cloud system security shall comply with the following:

- SOC 1/ISAE 3402, SOC 2, SOC 3
- FISMA, DIACAP and FedRAMP
- PCI DSS Level 1
- ISO 9001, ISO 27001, ISO 27017, ISO 27018

Vulnerability Assessment and Version Updates Successful vendor shall constantly update its security and data policies including but not limited to:

- Yearly assessment of security practices
- Security patches issued as needed

- Routine data backup
- Periodical version updates

Training

- Successful vendor shall provide training on its web-based training platform to the extent that the County requires
- Training sessions for updates shall be provided as needed

SECTION 5: TERM OF CONTRACT:

5.1 The initial contract period shall be for one year (1) ***upon award 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.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein. Annual Subscription Cost shall include up to 100 bridges.

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 PUBLIC WORKS**. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Proposers Comprehension of Required Work	40%
Total Proposed Price	40%

Client References	10%
Ability to deliver project in a timely manner	10%
Total	100%

8.3 Proposals will be examined and evaluated by the **ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS** 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 therefore. 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: Bridge Management System

RFP Number: 2026-065

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: Bridge Management System

RFP Number: 2026-065

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this _____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

Contract #: 2026-0643

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Andy Lucarelli]

Contact Phone: 518-213-8938

Vendor Info: Advo Waste Medical Services, Llc

Estimated Amount: 35000

Scope of Services: Medical Waste Disposal

Budget Line Item: 44069

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

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: 04/15/2026

SUBJECT: Advo Waste Medical Services, LLC

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Advo Waste Medical Services, LLC for medical waste disposal. The services include collection, transportation and disposal of medical waste from the facility. This request is using the award pricing from the County of Onondaga bid reference 0011277. The rate for disposal is \$0.73 per pound with \$65.00 stop fee.

This contract request is for a five (5) year period commencing on May 1st, 2026 and concluding on April 30th, 2031. The total amount of the request is for a do not exceed amount of \$35,000.00.

We respectfully request approval of this contract.





DOT# 2557006
EPA# NYR000226803

Phone: 855.678.1098
Email: info@advowastemedical.com
advowastemedical.com
A medical waste disposal
company built on trust

MEDICAL WASTE DISPOSAL SERVICE AGREEMENT

Service Address

Shaker Place Rehabilitation and Nursing Center

Name

100 Heritage Lane Albany, New York 12211

Address

(518) 869-2231

Phone

andy.lucarelli@shakerplace.org

Email

Andy Lucarelli

Contact

Billing Address

Name

Address

Phone

Email

Contact

Services Provided

Service Frequency:

- ☒ Weekly
☐ Bi Weekly
☐ Monthly
☐ Bi Monthly
☐ Quarterly
Other: _____

Request Service Start Date:

Service Charge:

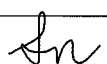
Medical waste collection, transport and disposal billed at the rate of \$0.73 per pound of medical waste plus \$65.00 stop fee.

Comments:

Red bags and boxes are included free of charge with service.
Zero other fees or surcharges. No long term contracts.
We offer complete OSHA compliance training.

- ADVOWASTE MEDICAL SERVICES LLC (hereinafter referred to as SERVICE PROVIDER) agrees to provide removal and disposal services for all treated and non-treated Regulated Medical Waste at aforementioned customer facility at location indicated above. Service Provider shall dispose of all materials in compliance with all Federal State and local regulatory guidelines and requirements.
- CUSTOMER HEREBY agrees to pay for the services provided hereunder in accordance with the rates and charges set forth herein.
- CUSTOMER SHALL NOT TENDER to Service Provider any hazardous material or hazardous waste, as those terms are used and defined in applicable Federal, State and local codes, guidelines, laws, regulations and Acts, including but not limited to radioactive, volatile explosive or toxics substances. Customer agrees to indemnify, defend and hold harmless Service Provider and its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to the release of such hazardous material, including without limitation, fines or expenses related to the removal or treatment of hazardous material or other remedial action pertaining to the hazardous material under federal or state law. Service Provider agrees to indemnify, defend and hold harmless the Customer and its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses arising out of or related to the negligent acts of the Service Provider with respect to the services performed under this contract.

Customer Signature _____ Date _____

Advowaste Agent Signature  _____ Date 04/07/2026

THIS CONTRACT IS TERMINABLE WITHOUT PENALTY AT ANY TIME BY CUSTOMER



County of Onondaga
Department of Law

John H. Mulroy Civic Center, 10th Floor
421 Montgomery Street, Syracuse, New York 13202

Phone: 315.435.2170

Fax: 315.435.5729 Municipal/Litigation Unit • Fax: 315.435.2180 Family Court Unit

www.ongov.net

J. Ryan McMahon, II
County Executive

Robert A. Durr
County Attorney

February 5, 2026

Sara Novoseller
Advowaste Medical Services LLC
16 South Clifton Avenue, Ste 201
Lakewood, NJ 08701

Bid Reference No. 0011277
Medical Waste Disposal

Dear Ms. Novoseller;

Enclosed for records please find your copy of the above referenced contract. You are hereby notified that you may commence the work under this bid award, in accordance with the terms of the contract.

Very truly yours,

Mary Beth Paul

Mary Beth Paul
Principal Contracts Examiner

Encl:

Cc: County Purchasing

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES AGREEMENT

Contract No. 2026-0643

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 ADVO WASTE MEDICAL SERVICES, LLC, having an address at 1967 Wehrle Drive Buffalo, NY 14221 (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 medical waste disposal; 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 May 1, 2026 and ending April 30, 2031.

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 35000. 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 County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, 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, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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

A. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby 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 or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where 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 statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)
2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - 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 or 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.F.R. parts 37 and 38;

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

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

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. MODIFICATION

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

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

DIGITAL SIGNATURE PAGE

Schedule A

Schedule A includes the following:

1. Consultant's proposal



DOT# 2557006
EPA# NYR000226803

Phone: 855.678.1098
Email: info@advowastemedical.com
advowastemedical.com
A medical waste disposal
company built on trust

MEDICAL WASTE DISPOSAL SERVICE AGREEMENT

Service Address

Shaker Place Rehabilitation and Nursing Center

Name

100 Heritage Lane Albany, New York 12211

Address

(518) 869-2231

Phone

andy.lucarelli@shakerplace.org

Email

Andy Lucarelli

Contact

Billing Address

Name

Address

Phone

Email

Contact

Services Provided

Service Frequency:

- ☒ Weekly
☐ Bi Weekly
☐ Monthly
☐ Bi Monthly
☐ Quarterly
Other: _____

Request Service Start Date:

Service Charge:

Medical waste collection, transport and disposal billed at the rate of \$0.73 per pound of medical waste plus \$65.00 stop fee.

Comments:

Red bags and boxes are included free of charge with service.
Zero other fees or surcharges. No long term contracts.
We offer complete OSHA compliance training.

1. ADVOWASTE MEDICAL SERVICES LLC (hereinafter referred to as SERVICE PROVIDER) agrees to provide removal and disposal services for all treated and non-treated Regulated Medical Waste at aforementioned customer facility at location indicated above. Service Provider shall dispose of all materials in compliance with all Federal State and local regulatory guidelines and requirements.

2. CUSTOMER HEREBY agrees to pay for the services provided hereunder in accordance with the rates and charges set forth herein.

3. CUSTOMER SHALL NOT TO TENDER to Service Provider any hazardous material or hazardous waste, as those terms are used and defined in applicable Federal, State and local codes, guidelines, laws, regulations and Acts, including but not limited to radioactive, volatile explosive or toxics substances. Customer agrees to indemnify, defend and hold harmless Service Provider and its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to the release of such hazardous material, including without limitation, fines or expenses related to the removal or treatment of hazardous material or other remedial action pertaining to the hazardous material under federal or state law. Service Provider agrees to indemnify, defend and hold harmless the Customer and its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses arising out of or related to the negligent acts of the Service Provider with respect to the services performed under this contract.

Customer Signature _____ Date _____

Advowaste Agent Signature  _____ Date 04/07/2026

THIS CONTRACT IS TERMINABLE WITHOUT PENALTY AT ANY TIME BY CUSTOMER

Contract #: 2026-0500

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Shaker Place Rehabilitation and Nursing Center NH6020

Date Submitted:

Contact Person: [Shawn Thelen]

Contact Phone: 518-447-7108

Vendor Info: Saf-Gard Safety Shoe Co.

Estimated Amount: 36000.00

Scope of Services: Safety shoe purchases

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



Daniel P. McCoy
County Executive

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: 04/22/2026

SUBJECT: Saf-Gard Safety Shoe Company

Shaker Place Rehabilitation and Nursing Center respectfully requests to renew a contract with Saf-Gard Safety Shoe Company for the purchase of safety shoes at Shaker Place Rehabilitation and Nursing Center.

Saf-Gard Safety Shoe Company provides slip resistant and safety toe shoes conforming to the American Society for Testing and Materials (ASTM). standard. As part of the current collective bargaining agreement with the 1199 SEIU, a safety shoe program for the workers was negotiated. An annual amount of up to \$160 per worker of the collective bargaining agreement was negotiated, which is to be administered by the facility.

The original request was to "piggy-back" off the contract award by of Suffolk County. The contract term is for a twelve (12) month period commencing on June 1st, 2026, and conclude on May 31st, 2027. This request is to exercise the additional one (1) year renewal of the previous request with a do not exceed amount of \$36,000.00 for the term.

We respectfully request approval of this contract.



Customer: P442895 SHAKER PLACE REHABILITATION AND NURSING CENTER-NY

Page 1

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
01029	119.99	12009	99.99	13497	119.99	15340	149.99	22010	159.99	24402	99.99
04052	259.99	12011	159.99	13499	119.99	15581	159.99	22011	159.99	24956	229.99
04055	249.99	12050	19.99	13500	179.99	15731	194.99	22371	159.99	25241	79.99
04065	99.99	12071	129.99	13540	194.99	15781	79.99	22372	159.99	25251	149.99
04321	299.99	12082	199.99	13550	99.99	15800	179.99	22470	189.99	27031	99.99
05040	134.99	12170	149.99	13562	219.99	15801	179.99	22471	189.99	27082	99.99
08606	19.99	12191	99.99	13571	149.99	17017	114.99	22472	89.99	27111	189.99
10003	144.99	12200	89.99	13600	179.99	17022	129.99	22477	184.99	27331	99.99
10043	99.99	12220	154.99	13610	179.99	17033	99.99	22730	119.99	27479	149.99
10054	89.99	12222	119.99	13620	134.99	17034	99.99	22731	119.99	300NB	3.00
10071	109.99	12250	199.99	13621	134.99	17060	114.99	23101	99.99	300P0	19.99
10091	134.99	12251	199.99	13641	119.99	17122	129.99	23130	209.99	3200	9.99
10100	134.99	12253	149.99	13651	109.99	17170	99.99	23131	209.99	41040	9.99
10101	129.99	12254	149.99	13671	99.99	17202	79.99	23180	184.99	41050	39.99
10109	144.99	12320	129.99	13721	79.99	17233	129.99	23181	184.99	43011	99.99
10113	119.99	12323	99.99	13750	119.99	17300	119.99	23190	109.99	43501	149.99
10119	119.99	12329	129.99	13751	119.99	17302	114.99	23201	109.99	43511	99.99
10180	79.99	12423	114.99	13780	119.99	17304	79.99	23230	99.99	44511	99.99
10190	89.99	12441	149.99	13781	119.99	17320	99.99	23231	199.99	5002	29.99
10210	99.99	12451	189.99	13810	149.99	17322	79.99	23250	209.99	500NFT	34.80
10750	109.99	12469	139.99	13841	129.99	17350	79.99	23251	209.99	55014	39.99
10751	99.99	12480	119.99	13860	129.99	17367	109.99	23300	189.99	84245-36	1.00
10781	109.99	12481	169.99	13890	159.99	17400	124.99	23332	149.99	84724	5.00
10800	119.99	12511	43.99	13910	149.99	17402	119.99	23333	129.99	84726	5.00
10961	99.99	12561	89.99	13990	109.99	17410	79.99	23342	129.99	84891	5.00
10970	99.99	12571	154.99	13991	109.99	17430	89.99	23343	129.99	84893	5.00
11029	119.99	13005	19.99	14200	169.99	17432	79.99	23360	159.99	84896	5.00
11110	144.99	13180	99.99	14211	149.99	17433	89.99	23361	159.99	84900	5.00
11151	69.99	13200	189.99	14261	224.99	17650	79.99	23371	149.99	A11001	36.99
11170	79.99	13209	179.99	14480	169.99	17751	119.99	23440	189.99	A11003	39.99
11192	79.99	13212	179.99	14481	119.99	18652	19.99	23442	179.99	A1330	8.99
11200	129.99	13232	149.99	14562	229.99	20030	99.99	23452	189.99	A1333	3.99
11280	119.99	13239	147.99	14780	119.99	20250	159.99	23470	139.99	A1336	9.99
11413	129.99	13249	79.99	14781	134.99	21100	99.99	23471	139.99	A1444	6.00
11430	89.99	13261	139.99	14870	159.99	21103	149.99	23474	189.99	AB6950BLK	49.99
11500	124.99	13310	89.99	15021	229.99	21109	129.99	23481	229.99	AB6950YEL	49.99
11502	119.99	13371	69.99	15041	224.99	21400	179.99	24041	229.99	ABS100	13.99
11509	134.99	13401	179.99	15202	184.99	21720	109.99	24190	99.99	ABS101	13.99
11519	79.99	13450	99.99	15221	149.99	21723	109.99	24231	199.99	ABS102	13.99
11729	149.99	13451	99.99	15261	234.99	21724	109.99	24251	149.99	AG3601	34.99

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CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
AJL540	9.99	AR10035774	189.99	AS36BRN	2.00	AW6102	109.99	BL140	199.99	CA1903	109.99
AL27	2.00	AR10036002	239.99	AS500ST-2PK	9.99	AW6103	114.99	BL143	119.99	CA1904	239.99
AL27BK	2.99	AR10036738	149.99	AS673WHT-12PK	22.00	AW6111	109.99	BL172	199.99	CA1940	84.99
AL27WH	2.99	AR10036739	149.99	AS721MER-2PK	19.99	AW6113	114.99	BL179	199.99	CA1942	84.99
AL30	2.99	AR10038398	159.99	AS797BLK-12PK	39.99	AW6203	129.99	BL510	199.99	CA3534	154.99
AL36BK	2.99	AR10038923	269.99	AS797WHT-12PK	29.99	AW6213	129.99	BL585	214.99	CA3535	134.99
AL36BR	2.99	AR10040282	124.99	AS897BLK-12PK	45.99	BA01830	124.99	BL990	209.99	CA4515	199.99
AL45	2.99	AR10040404	124.99	AS897WHT-12PK	39.99	BA07840	104.99	BL994	289.99	CA4582	199.99
AL45BLK	2.99	AR10040405	134.99	ASP39	39.99	BA22233	99.99	BL997	269.99	CA5020	149.99
AL45TR	2.99	AR10040419	149.99	ASP39-31302	19.99	BA2262	106.99	BLUMAX	24.99	CA505USA	274.99
AL54BK	2.99	AR10040431	139.99	ASP39-31306	19.99	BA2272	99.99	BOPS6002	134.99	CA508USA	264.99
AL54BR	2.99	AR10046871	129.99	ASP40-212	9.99	BA2276	159.99	BRF10000-001	149.99	CA5520	179.99
AL63BK	2.99	AR10046876	179.99	AT8903BK	99.99	BA3121	139.99	BRF10001-001	159.99	CA5521	99.99
AL63BR	2.99	AR10046929	209.99	AT9180BR	119.99	BA3160	119.99	BRF10001-002	159.99	CA5522	99.99
AL63RH	2.99	AR10046997	169.99	AT9900BK	99.99	BA3164	129.99	BRF10001-004	169.99	CA5537	99.99
AL72	3.49	AR10050827	199.99	ATL1300M	49.99	BA3184	134.99	BRF10004-001	179.99	CA5547	149.99
AL72BK	3.49	AR10053630	169.99	ATL1320M	49.99	BA3560	114.99	BRF10006-001	189.99	CA5556	149.99
ALS10	36.99	AR10060892	194.99	ATL2200F	69.99	BA6008	126.99	BRF10007-001	209.99	CA5560	99.99
AMINK	9.99	AR10061119	199.99	ATL2200M	69.99	BA932	69.99	BRF10011-001	159.99	CA5561	99.99
AR10010133	234.99	AR10061284	194.99	ATL2205F	69.99	BAF5157	299.99	BRF20001-001	154.99	CA5565	99.99
AR10012948	99.99	AR10073358	159.99	ATL2205M	69.99	BAF8574	119.99	BRF20002-001	174.99	CA5570	129.99
AR10014241	179.99	AR10073364	184.99	ATL2220F	64.00	BG72132CT	179.99	BRF20004-001	154.99	CA5574	89.99
AR10015196	129.99	AR10074209	199.99	ATL2220M	64.00	BH10711	12.00	BRF20004-002	154.99	CA5582	189.99
AR10015405	169.99	AR1200	149.99	ATL2300M	79.99	BH1169	12.00	BRF50004-004	269.99	CA5587	99.99
AR10016265	279.99	AR1943	229.99	ATL2300W	79.99	BH12108	15.00	BRF50016-004	289.99	CA5671	129.99
AR10017175	259.99	AR1976	144.99	ATL2305M	79.99	BH133	2.00	BRG11000-160	20.00	CA5672	124.99
AR10017420	234.99	AS154WHT-12PK	29.99	ATL2305W	79.99	BH133AF	3.00	BRG11001-175	20.00	CA5674	79.99
AR10020063	199.99	AS154WHT-6PK	19.99	ATL2320M	79.99	BH14183AF	15.00	BV495ST	279.99	CA5680	114.99
AR10020094	199.99	AS173WHT-6PK	11.99	ATL2320W	79.99	BH1678	15.00	BV533ST	269.99	CA5681	99.99
AR10021108	179.99	AS175BLK-6PK	19.99	ATL2400M	69.99	BH1691AF	15.00	BV918ZWPCT	149.99	CA5682	99.99
AR10021473	179.99	AS175WHT-6PK	19.99	ATL2405M	59.99	BH461AF	4.00	CA1309	269.99	CA5821	199.99
AR10022968	99.99	AS253SG-6PK	11.00	ATL400M	69.99	BH543AF	3.00	CA1421	139.99	CA599	189.99
AR10023042	224.99	AS253WHT-12PK	36.99	ATL400W	74.99	BH853AF	12.00	CA1428	164.99	CA6921	214.99
AR10024966	229.99	AS253WHT-6PK	15.99	ATL405M	69.99	BH969	15.00	CA1435	179.99	CA7516	229.99
AR10029516	169.99	AS271GRY-12PK	36.99	ATL405W	74.99	BH9711	12.00	CA1520	144.99	CA7522	229.99
AR10029530	149.99	AS275BLK-12PK	39.99	ATL420W	74.99	BHHC0	10.00	CA1809	279.99	CA7545	159.99
AR10031664	169.99	AS275WHT-12PK	36.99	ATL4500M	57.99	BI1011232	169.99	CA1821	149.99	CA7582	99.99
AR10033994	189.99	AS279BLK-12PK	39.99	ATL4600M	67.99	BI1011235	181.99	CA1825	149.99	CA7811	214.99
AR10034149	169.99	AS279WHT-12PK	36.99	ATL4605M	67.99	BI1011237	181.99	CA1900	109.99	CA7821	199.99
AR10034673	129.99	AS36BLK	2.00	ATL4620M	67.99	BI20272	114.99	CA1902	109.99	CA7829	229.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
CA8520	159.99	CARFRB159DNY	72.75	CMW6274	139.99	CT91767	112.99	DMR26307001	99.99	GGM2015	29.99
CA8556	99.99	CARGL0838M-BL	43.99	CMW6295	179.99	CT91797	144.99	DMR26310001	99.99	GGM215	29.99
CA9821	179.99	CARGL0838M-BL	43.99	CN7310200	129.99	CT91806	169.99	DMR27525601	129.99	GGM360	84.99
CA9824	129.99	CARGL0842M-B	43.99	CN9900001	159.99	CT91823	112.99	DMR32010205	179.99	GGM425	79.99
CA9852	199.99	CARJ140BLK	105.99	CN9900002	159.99	DA12400	164.99	DMR32012205	134.99	GGM595	84.99
CA9854	199.99	CARK122-HGY	54.99	CP90021	99.99	DA12531	129.99	DMR32013205	179.99	GGM6000	119.99
CAR100286-001	14.99	CARK288-026	47.99	CP90022	99.99	DA12534	209.99	DW10023BCH	99.99	GGM6100	114.99
CAR100289-001	15.99	CARK288BLK	52.99	CR204044-1B5	49.99	DA13860	249.99	ENERGEL	21.99	GGM6300	114.99
CAR100614-472	64.99	CARK288-E20	74.99	CR205073-001	59.99	DA13864	234.99	ERGOMATES	29.99	GGM7100	84.99
CAR101604-039	20.99	CARV01BRN	76.99	CR207230-001	59.99	DA13880	269.99	F7215-50	16.00	GGM720	84.99
CAR102199-001	116.99	CF10390-CM0	129.99	CR207231-001	59.99	DA15161	184.99	FEL12026	49.99	GGM940	89.99
CAR102208-001	105.99	CF99705	3.49	CR209219-6ZW	64.99	DA15340	159.99	FEL12416	224.99	GGM9540	89.99
CAR102291-039	35.99	CFM5470-M	174.99	CR209475-0WC	79.99	DA15569	279.99	FEL12421	189.99	HAF9000	209.99
CAR103828-BLK	89.99	CFM5471-M	174.99	CR209475-4GS	79.99	DA17311	339.99	FIL1SG30201	49.99	HAF9015	199.99
CAR104393BLK	112.49	CFM5472-M	174.99	CR209476-0WC	79.99	DA17321	359.99	FIL680011	69.99	HD93327	114.99
CAR104987-BLM	84.99	CFM5473-W	174.99	CR209476-1FS	79.99	DK3912020202	94.99	FIL680418	69.99	HD93563	99.99
CAR10512-N04	27.74	CFM5474-W	174.99	CR209952-001	54.99	DK3913787878	94.99	FL358623TA-WH	14.00	HD93579	164.99
CAR105203-H71	34.99	CFN5254-M	144.99	CR209952-100	54.99	DK3950020202	154.99	FL5RM00665097	74.99	HD95328	179.99
CAR105203-I26	54.99	CFN6294-W	142.99	CR209952-410	54.99	DK3950070202	154.99	FL5RM00665253	74.99	HDU44289-060	104.99
CAR105427-H70	26.24	CFW6225-W	179.99	CR209952-4ON	54.99	DK3950320202	154.99	FOMAXIMUM	49.99	HDU44349-060	104.99
CAR105444-CRH	37.49	CH20091	79.99	CR209952-4WK	54.99	DK3950360202	159.99	FOMEMORYFOA	29.99	HO1110520BBLC	179.99
CAR105569-BLK	64.99	CH31001	109.99	CR209952-6WVY	54.99	DK3950470202	154.99	FOREINFORCED	39.95	HO1110520CKW	179.99
CAR105569-CRH	59.99	CH4LAC140	8.00	CR998MF	119.99	DK3950481421	154.99	FOULTRA	19.99	HO1110520HML	179.99
CAR106171-BLM	24.99	CH59417	309.99	CRBISTROBLK	44.99	DK3950520202	94.99	FS11576-001	119.99	HO1110520OTRS	179.99
CAR106672BLK	129.99	CH73050	279.99	CRNERIA0J2	49.99	DK3950581212	164.99	GA4274	194.99	HO1110521BBLC	179.99
CAR106673BLK	109.99	CH73060	279.99	CRNERIABLK	49.99	DK3950670202	154.99	GA4374	204.99	HO1110521FDN	179.99
CAR106673BRN	109.99	CH73221	199.99	CT51039	39.99	DK3950680202	169.99	GA4603	214.99	HO1110521FTFR	179.99
CAR106673GVL	109.99	CIN1001	24.99	CT89586	114.99	DK3959020202	154.99	GA6374	159.99	HO1110521HML	179.99
CAR205-BLK	24.99	CK26146420	120.00	CT89940	159.99	DK3959470202	154.99	GA7313	199.99	HO1110521ICW	99.99
CARA02BRN	19.99	CLOUDWALKER	32.95	CT90015	69.99	DK8703020200	94.99	GAG204	99.99	HO1110521MSK	179.99
CARA18-019	16.99	CMC1259	259.99	CT90715	99.99	DK8706351000	94.99	GAGB00097	249.99	HO1110521PHW	179.99
CARA18BLK	18.99	CME1355	194.99	CT90827	59.99	DLMZ2LE02	79.99	GAGB00272	209.99	HO1110521WHT	99.99
CARA18BRN	16.99	CME6355	189.99	CT90936	119.99	DMR10294201	79.99	GAGB00337	179.99	HO1129350BBLC	179.99
CARA18-HGY	24.99	CME8355	194.99	CT90977	134.99	DMR23121001	49.99	GAGB00353	169.99	HO1129350HML	179.99
CARA18NVY	16.99	CMF6356	174.99	CT90991	99.99	DMR24381001	139.99	GAGB00437	219.99	HO1129350OTR	179.99
CARA267BLK	28.99	CMF6720	189.99	CT91340	119.99	DMR24382001	179.99	GAGR530	144.99	HO1129351BBLC	179.99
CARA511BLK	19.99	CMFF6213M	144.99	CT91350	124.99	DMR24382600	89.99	GAGS262	124.99	HO1129351FTFR	179.99
CARA66HBK	15.99	CML8360	209.99	CT91351	124.99	DMR24383001	179.99	GG130	60.00	HO1129351HML	179.99
CARB13DST	19.99	CML8369	214.99	CT91357	79.99	DMR25178001	129.99	GGM1030	19.99	HO1129351WHT	99.99
CARB17DST	27.74	CMW6095	174.99	CT91766	112.99	DMR25623001	119.99	GGM1600	19.99	HO1168712ARD	164.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
HO1168712BBLC	164.99	JUGY9980	134.99	KN1020086	184.99	KN1027690	224.99	MKOSHIFTZHH	119.99	N1312	99.99
HO1168712VFD	164.99	JUSE4570	184.99	KN1020146	139.99	KN1028283	199.99	MKOTRADIEBB	89.99	N1343	94.99
HO1168713BBLC	164.99	JUSE4625	199.99	KN1021315	174.99	KN1028317	169.99	MKOVISIONBB	119.99	N1393	94.99
HO1168713SDN	164.99	JUSE4812	119.99	KN1021467	149.99	KN1028708	99.99	MLJ004627	99.99	N1420	104.99
HO1168713SRY	164.99	JUSE4824	119.99	KN1023205	134.99	KN1029118	124.99	MLJ004633	94.99	N1425	104.99
HO1168714BBLC	164.99	JUWK4491	99.99	KN1023216	154.99	KN1029149	152.99	MLJ004641	109.99	N1607	97.99
HO1168715BBLC	164.99	JUWK4812	99.99	KN1023217	154.99	KN1029150	152.99	MLJ005033	99.99	N1620	84.99
HS10229	99.99	JUWK4824	94.99	KN1023220	163.99	KN1030604	309.99	MLJ005035	99.99	N1630	84.99
HS20230	99.99	JUWKL9980	99.99	KN1023222	199.99	KN1030865	224.99	MLJ005172	99.99	N1631	84.99
HS50165	119.99	KG145BL	5.99	KN1023232	149.99	KN1030866	259.99	MLJ005229	99.99	N1652	97.99
HS50238	129.99	KG145BR	5.99	KN1024182	169.99	KOA4NM1	99.99	MLJ005471	99.99	N2000	39.99
HS60177	99.99	KG154BL	5.99	KN1024184	119.99	LC228040	199.99	MLJ005491	89.99	N2489	109.99
HS60203	99.99	KG154BR	5.99	KN1024195	99.99	LC24009091	109.99	MLJ005684	99.99	N4041	99.99
HS60242	154.99	KG163BL	5.99	KN1024569	164.99	LC302422	224.99	MLJ005686	99.99	N4046	99.99
HS60466	154.99	KG163BR	5.99	KN1024570	154.99	LC302423	219.99	MLJ007853	129.99	N4340	94.99
HS60542	99.99	KG-BG-BL	9.35	KN1024576	169.99	LC644103	149.99	MLJ007891	129.99	N4362	79.99
HS60700	99.99	KG-LACE-54	8.25	KN1024577	99.99	LF840601	89.99	MLJ007895	139.99	N4611	99.99
HS70120	104.99	KG-LACE-63	9.00	KN1024588	134.99	LOCKLACEBRN	9.99	MLJ007897	139.99	N4661	99.99
HS70165	79.99	KG-LACE-72	9.00	KN1024592	139.99	LOCKLACEGRY	9.99	MLJ007901	129.99	N5053	79.99
HS70423	99.99	KKT32020	38.00	KN1024604	124.99	LOCKLACENYEL	9.99	MLJ008031	134.99	N711	124.99
HS80715	99.99	KN1006983	129.99	KN1025241	129.99	LOCKLACEORA	9.99	MLJ008032	134.99	N7118	114.99
HSDH60216	99.99	KN1006999	79.99	KN1025569	119.99	LOCKLACEPNK	9.99	MLJ008034	139.99	N7119	109.99
HSMT50180	119.99	KN1007024	194.99	KN1025570	99.99	LOCKLACEPUR	9.99	MLJ008035	139.99	N7120	114.99
HX603102	519.99	KN1007969	199.99	KN1025637	119.99	LOCKLACERED	9.99	MLJ099304	134.99	N7123	109.99
HX603110	549.99	KN1009709	204.99	KN1025638	119.99	LOCKLACEROY	9.99	MLJ099319	134.99	N7125	74.99
HX603111	549.99	KN1011242	129.99	KN1025723	109.99	LS1031	369.99	MLJ11617	129.99	N7127	121.99
HX604103	489.99	KN1011243	129.99	KN1025724	109.99	LSCCI-F2	49.99	MLJ15821	99.99	N7130	124.99
HX620012	449.99	KN1011244	129.99	KN1026486	129.99	MCARCH	49.99	MLJ17763	124.00	N7146	114.99
JD256016-BLK	127.99	KN1011357	189.99	KN1026487	129.99	MCASPSTL	224.99	MLJ37178	109.99	N7164	114.99
JD256017-CDB	164.99	KN1012771	129.99	KN1026488	129.99	MCCSTCSA	169.99	MLJ45308	79.99	N7221	84.99
JD256020CDB	64.99	KN1014605	109.99	KN1026704	89.99	MCHS000A	164.99	MLJ62382	79.99	N7223	114.99
JD256111BRN	149.99	KN1015401	189.99	KN1026707	99.99	MCMS000A	49.99	MLJ86593	109.99	N7228	124.99
JD256111WTN	149.99	KN1016962	189.99	KN1026829	99.99	MCPR	39.99	MLMK166787	14.99	N7244	89.99
JD256126GRN	114.99	KN1017804	219.99	KN1027080	149.99	MEGASOLE	19.99	MT2546	214.99	N7245	129.99
JD256128CAMO	132.99	KN1017833	129.99	KN1027102	184.99	METGUARD	39.99	MW402109	134.99	N7264	129.99
JD350	29.99	KN1018023	129.99	KN1027104	99.99	MIXPX761	229.99	MW429139	164.99	N7286	119.99
JD510	34.99	KN1018079	154.99	KN1027646	99.99	MIXPX763	199.99	MW482072	134.99	N7341	144.99
JM02005555	169.99	KN1020039	149.99	KN1027653	99.99	MIXPX781	234.99	MW500089	149.99	N7402	124.99
JOYWBCLGBK	34.99	KN1020053	164.99	KN1027659	129.99	MKOCTANEZHH	159.99	MW538202	44.99	N7420	99.99
JOYWBCLGW	49.99	KN1020085	109.99	KN1027662	99.99	MKOFORCEZBB	129.99	MW582072	139.99	N7421	89.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
N7451	129.99	NBWIDEVOLBL	117.99	PU640115	109.99	RO5725AG	249.99	SDC60325	99.99	SG175WHT-6PK	14.99
N7452	144.99	NBWIDLOGIGR	99.99	PU640125	119.99	RY1570	169.99	SDC60430	99.99	SG253WHT-6PK	15.00
N7471	129.99	NBWUFCCEHAP	129.99	PU642855	119.99	RY2167	144.99	SDC60431	119.99	SG275BLK-6PK	16.00
N7508	135.99	NBWUFCCEHBG	129.99	PU642895	89.99	RY2173	159.99	SDC60432F	99.99	SG500ST-2PK	9.00
N7556	164.99	NBW623WP	69.99	PU642925	119.99	RY5000	94.99	SDC60433F	119.99	SG807	12.99
N7573	164.99	NS5055	60.00	PU643415	99.99	RY5001	94.99	SEN004	19.99	SHOCKBL-BLU	49.99
N7591	164.99	NS5071	50.00	PU643445	109.99	RY6114	184.99	SEN-600	19.99	SHOCKBL-GRN	49.99
N7625	49.99	NS5076	59.99	PU643835	124.99	RY7114	169.99	SEN-605	45.99	SHOE	17.99
N7627	92.99	OL25004W	89.99	PU643845	139.99	RYFQ0005101	164.99	SF201AF	3.25	SJ011179	44.99
N7675	84.99	OL25008	79.99	PU643855	89.99	RYRKK0277	149.99	SF202AF	3.25	SK108003CHAR	69.99
N7712	109.99	OL45633C	79.99	PU644655	139.99	SAS2070013	189.99	SFBLUE	19.99	SK108004BLK	79.99
N8124	109.99	OL49430	49.99	PU645155	129.99	SAS2110013	219.99	SFE2306	114.99	SK108016BLK	99.99
N8125	109.99	ON5113155	34.99	PU647015	84.99	SAS2230013	204.99	SFE2307	129.99	SK108021PNK	79.99
N8224	109.99	ON81011	39.99	PU647025	84.99	SAS2680013	189.99	SFE2308	129.99	SK108036BKMT	84.99
N8225	109.99	ON86010	17.99	PU647065	87.99	SAS3767860	259.99	SFE2309	124.99	SK108036BKTL	88.99
N8624	99.99	ON86104	49.99	PU647115	84.99	SAS3776860	264.99	SFE2640	119.99	SK108036NVPK	88.99
N8674	104.99	ON86622	49.99	PU647125	84.99	SAS3791CAV	239.99	SFE2642	129.99	SK108051BBK	49.99
N8675	89.99	ON86779	44.99	PU647165	87.99	SAUSK167283	55.00	SFE2643	129.99	SK108051BKW	49.99
NBM1080Y11	99.99	ON87801	19.99	PUG00	49.99	SAUSK266091	50.00	SFE2644	129.99	SK108051NVW	49.99
NBMID412B1	89.99	ON87982	69.99	RE3732	129.99	SAUSK267284	60.00	SFE2645	129.99	SK108051PKW	49.99
NBMID412G1	89.99	ON89682	49.99	REDUSBBK	219.99	SAUSK267286	55.00	SFE2646	124.99	SK108055BLK	82.99
NBMID626K2	94.99	ON89904	54.99	REDUSNPU	209.99	SAUSK267288	55.00	SFE2647	104.99	SK108063BLK	74.99
NBMID627O2	59.99	ON89908	64.99	RF001626-BLG	44.90	SAUSL166028	14.99	SFE2821	134.99	SK108127BLK	84.99
NBMID806K1	99.99	PAM	24.99	RF0A3FDS-BLA	39.99	SAUSL166287	14.99	SFE2822	134.99	SK108144BBK	89.99
NBMID806W1	99.99	PAMESD	31.99	RFCI7923	45.99	SAUSL166879	44.00	SFE2823	134.99	SK108172BLK	114.99
NBMIDALLSBR	164.99	PAMPFR	36.99	RFCI8521	45.99	SAUSL167287	50.00	SFE2829	134.99	SK108209BLK	79.99
NBMIDCLBR	169.99	PH5011	239.99	RFG1140CRBLK	244.99	SAUSL267291	50.00	SFGREEN	54.99	SK108210BLK	89.99
NBMIDEVOLBG	117.99	PU630655	129.99	RFG122CRGRA	219.99	SB5050	57.99	SFSFC22782	49.99	SK108217BKRG	124.99
NBMIDEVOLBO	119.99	PU630675	124.99	RFG1230CRBRN	219.99	SB5055	57.99	SFSFC23809	49.99	SK108261BLK	99.99
NBMIDLOGIBL	89.99	PU630725	129.99	RFG1240CRBLK	224.99	SC9270M	17.99	SFSFC26819	49.99	SK108261GYOR	94.99
NBMIDLOGINA	99.99	PU630735	129.99	RFG1275CBLK	224.99	SC9873M	20.99	SFSFC28362	49.99	SK108321BLK	69.99
NBMIDSPWRBL	99.99	PU630745	129.99	RFG1290CRBLK	274.99	SDC60120	109.99	SFSFC28549	49.99	SK108356BKMT	115.99
NBMIDSPWROL	134.99	PU630785	129.99	RFG1340CBLK	234.99	SDC60121	124.99	SFSFC28740	49.99	SK108356GYPK	115.99
NBMUFCCEHBG	129.99	PU632715	169.99	RFG1954CRGLD	274.99	SDC60122	124.99	SFSFC44871	49.99	SK108367BLK	82.99
NBMX608AB5	99.99	PU633875	114.00	RO12002XP	324.99	SDC60123	129.99	SFSFC46198	49.99	SK200021BLK	39.99
NBPTRVLBW3	55.99	PU635605	134.99	RO12161XP	329.99	SDC60124	114.99	SFSFC5006	59.99	SK200045BRN	59.99
NBWID412P1	99.99	PU635625	159.99	RO12161XP2	329.99	SDC60320	119.99	SFSFC67718	49.99	SK200062BLK	69.99
NBWID589N1	99.99	PU640015	109.99	RO12311XPJ	364.99	SDC60321	119.99	SFSFC67730	49.99	SK200065BKW	69.99
NBWID589T1	99.99	PU640035	109.99	RO5625AG	239.99	SDC60322	99.99	SFSFCM39916	49.99	SK200091BRS	69.99
NBWID626K2	99.99	PU640045	119.99	RO5628AG	239.99	SDC60324F	99.99	SFSFCM43803	49.99	SK200105BLK	86.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
SK200164CDB	89.99	SKN1031652	124.99	SRB062	99.99	SRM130	84.99	SRM2290	99.99	SRM405	99.99
SK200171BLK	87.99	SLB54FOB	109.99	SRB063	99.99	SRM131	84.99	SRM2300	119.99	SRM415	114.99
SK200205BBK	84.99	SOF84714	3.99	SRB064	84.99	SRM132	79.99	SRM2350	129.99	SRM420	89.99
SK200206BKRD	119.99	SOF84720	3.99	SRB065	84.99	SRM133	84.99	SRM2380	124.99	SRM4200	89.99
SK200211NVGY	69.99	SP9155240	95.00	SRB066	84.99	SRM136	84.99	SRM2390	124.99	SRM4210	89.99
SK200217BLK	99.99	SPCG56153	60.00	SRB102	39.99	SRM140	59.99	SRM2400	124.99	SRM422	89.99
SK200220BLK	84.99	SPPB58059A	45.00	SRB1953	99.99	SRM1400	59.99	SRM260	127.99	SRM425	99.99
SK200254BLK	74.99	SPPB59776	40.00	SRB1954	99.99	SRM156	59.99	SRM2600	127.99	SRM4250	99.99
SK200269BKGY	92.99	SPSCK165996	40.00	SRB1955	99.99	SRM1560	69.99	SRM2610	127.99	SRM4260	99.99
SK200270BKGY	114.99	SPSCK265474	32.99	SRB205	109.99	SRM157	59.99	SRM265	134.99	SRM427	99.99
SK200270NTBK	114.99	SPSCK265987	38.00	SRB207	109.99	SRM1570	59.99	SRM2650	129.99	SRM4400	94.99
SK200298BKGY	119.99	SPSCL165996	38.00	SRB3200	109.99	SRM1600	29.99	SRM2660	129.99	SRM4500	99.99
SK200337BLK	94.99	SPSTI265045	40.00	SRB3201	109.99	SRM163	54.99	SRM2670	134.99	SRM4660	109.99
SK200452BLK	119.99	SPSTK262667	70.00	SRB3203	114.99	SRM1630	59.99	SRM2680	129.99	SRM4760	114.99
SK200452GYCC	119.99	SPSTK262731	55.00	SRB3204	114.99	SRM165	59.99	SRM270	29.99	SRM4780	139.99
SK200452NVBL	119.99	SPSTK264274	9.99	SRB3205	114.99	SRM1650	64.99	SRM2700	29.99	SRM4785	139.99
SK200459CDB	119.99	SPSTK265251	50.00	SRB3206	119.99	SRM166	69.99	SRM285	114.99	SRM479	109.99
SK76455BLK	94.99	SPSTL262731	50.00	SRB3207	114.99	SRM1660	69.99	SRM2850	109.99	SRM4790	114.99
SK76501BPT	74.99	SPSTS19556	110.00	SRB3208	114.99	SRM167	54.99	SRM295	144.99	SRM4800	104.99
SK76988BRN	109.99	SPSTS24956	14.99	SRB3210	79.99	SRM1670	54.99	SRM2950	149.99	SRM5000	119.99
SK77055BKCC	69.99	SPSTS82475	110.00	SRB3211	99.99	SRM168	54.99	SRM2990	139.99	SRM501	64.99
SK77156BLK	59.99	SPSTS87765	110.00	SRB3212	99.99	SRM1680	54.99	SRM3000	89.99	SRM502	69.99
SK77161BLK	49.99	SPSTS91175	82.99	SRB3213	99.99	SRM172	29.99	SRM3020	89.99	SRM506	64.99
SK77188BKW	79.99	SPU635355	129.99	SRB3311	99.99	SRM180	79.99	SRM3030	69.99	SRM507	79.99
SK77188BLK	89.99	SPU645355	124.99	SRB3312	109.99	SRM1800	79.99	SRM3050	89.99	SRM515	79.99
SK77211BLK	59.99	SPU645365	124.99	SRB3313	49.99	SRM188	84.99	SRM3060	79.99	SRM5200	84.99
SK77217BKW	69.99	SPU645375	124.99	SRB334	79.99	SRM1880	84.99	SRM3065	79.99	SRM5213CBLK	7.99
SK77235BLK	59.99	SPU645385	124.99	SRB335	49.99	SRM190	29.99	SRM3070	79.99	SRM5213CWHT	7.99
SK77260GRY	79.99	SPU645415	119.99	SRB336	109.99	SRM2010	99.99	SRM3080	89.99	SRM5214CBLK	7.99
SK77260NVY	79.99	SPU645425	119.99	SRB3507	94.99	SRM2050	119.99	SRM3300	94.99	SRM5214CWHT	7.99
SK77281BLU	59.99	SPU645435	119.99	SRB3508	99.99	SRM2060	114.99	SRM3310	94.99	SRM525	79.99
SKN1031436	159.99	SPU645475	119.99	SRB951	69.99	SRM2090	114.99	SRM3350	94.99	SRM5300	89.99
SKN1031437	159.99	SPYB57441	60.00	SRB952	49.99	SRM2160	139.99	SRM3380	99.99	SRM534	19.99
SKN1031461	149.99	SPYG55362	14.99	SRB970	49.99	SRM2170	144.99	SRM3390	94.99	SRM540	79.99
SKN1031462	149.99	SPYG56151	65.00	SRK4573	119.99	SRM2180	154.99	SRM350	69.99	SRM544	59.99
SKN1031491	144.99	SRB030	94.99	SRK4574	114.99	SRM2190	154.99	SRM3500	89.99	SRM5510	109.99
SKN1031492	144.99	SRB031	69.99	SRK4575	114.99	SRM2200	99.99	SRM3540	89.99	SRM554	84.99
SKN1031494	144.99	SRB032	104.99	SRK6585	114.99	SRM2210	99.99	SRM3700	89.99	SRM555	84.99
SKN1031538	134.99	SRB033	104.99	SRK6595	114.99	SRM2250	134.99	SRM400	109.99	SRM5555	39.99
SKN1031540	129.99	SRB061	99.99	SRM1111	21.99	SRM2260	134.99	SRM404	109.99	SRM560	89.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
SRM565	89.99	SRM750	29.99	SSK108160NVY	79.99	SSK8038BLK	99.99	STMA429Y	129.99	STMA64HQA1P	159.99
SRM591	79.99	SRM7500	29.99	SSK108160PNK	79.99	SSK8038NVY	99.99	STMA42AY	124.99	STMA64HQELT	159.99
SRM592	79.99	SRM770	39.99	SSK108173BLK	89.99	SSK8173NVY	49.99	STMA42CY	129.99	STMA64HQEM4	159.99
SRM593	79.99	SRM7700	39.99	SSK108192BKW	119.99	SSK8174BLK	89.99	STMA44A9	124.99	STMA64JBEM4	179.99
SRM594	79.99	SRM7800	49.99	SSK108192CHA	119.99	SSK8175BLK	79.99	STMA44B9	124.99	STMA64JBES7	169.99
SRM600	49.99	SRM7900	49.99	SSK108193BLK	79.99	SSK8347BLK	29.99	STMA44EN	154.99	STMA64JY754	159.99
SRM6000	49.99	SRM8200	84.99	SSK108215BLK	89.99	SSK8348BLK	84.99	STMA44FE	149.99	STRBB35745	52.00
SRM602	49.99	SRM8300	79.99	SSK108284BLK	79.99	SSK8435BLK	99.99	STMA44HY	109.99	STRBB35747	52.00
SRM6020	49.99	SRM8400	79.99	SSK108284LAV	79.99	SSK8435NVY	99.99	STMA44JY	109.99	STRBB35749	52.00
SRM603	49.99	SRM8450	74.99	SSK108284OLV	79.99	SSK8436BLK	114.99	STMA44N1	144.99	SVM30262	124.99
SRM6030	49.99	SRM900	109.99	SSK108284ROS	79.99	SSK8436NVY	114.99	STMA44N9	139.99	SVM30263	109.99
SRM610	29.99	SRM905	109.99	SSK108284SLT	79.99	SSK9149BLK	59.99	STMA5MEP	159.99	SVM30804	109.99
SRM6100	54.99	SRM9100	124.99	SSK108329BPKPK	89.99	STMA1S2G	49.99	STMA5MFA	159.99	SVM30805	109.99
SRM615	49.99	SRM9110	124.99	SSK108329BLK	89.99	STMA1V48	159.99	STMA5MPT	99.99	SVM30806F	109.99
SRM6150	49.99	SRM9150	129.99	SSK108329MVE	89.99	STMA1W52	169.99	STMA5NCP	124.99	SVM30807	94.99
SRM620	49.99	SRM9160	129.99	SSK108329NVA	89.99	STMA1W6B	169.99	STMA5NKJ	99.99	SVM30808F	94.99
SRM6200	29.99	SRM9170	129.99	SSK108382BLK	89.99	STMA1W6M	159.99	STMA5NQK	99.99	SVM30851	109.99
SRM624	59.99	SRM9190	144.99	SSK108382DKN	89.99	STMA1WDJ	179.99	STMA5TDH	169.99	SVM30852	124.99
SRM6240	59.99	SRM920	109.99	SSK108382GRY	89.99	STMA1WDU	179.99	STMA5YU3	129.99	SW1160	149.99
SRM625	59.99	SRM9960	139.99	SSK108382LTBL	89.99	STMA1X7R	129.99	STMA5YUQ	129.99	SWW080126	139.99
SRM6250	59.99	SRM9990	149.99	SSK108382PNK	89.99	STMA1X83	99.99	STMA5YVB	99.99	SWW080148	129.99
SRM6350	79.99	SRMAT	119.99	SSK200148NVBL	119.99	STMA1X8E	99.99	STMA5YVY	99.99	SWW080149	134.99
SRM640	34.99	SRMAXSOLE	9.99	SSK200232BLK	89.99	STMA1XPD	129.99	STMA6418EM4	139.99	SWW081004	144.99
SRM6400	34.99	SRMWA01	39.99	SSK200252BLK	124.99	STMA1XQX	129.99	STMA6418W02	139.99	SWW081005	139.99
SRM6410	34.99	SRX90420	74.99	SSK200252WTN	119.99	STMA1XR9	79.99	STMA6423EM4	179.99	TG534-6908	179.99
SRM650	59.99	SRX90421	74.99	SSK200253BLK	79.99	STMA1XRK	99.99	STMA6423W02	179.99	TG804-3320	274.99
SRM6500	59.99	SRX90422	74.99	SSK200289BLK	89.99	STMA1XS7	99.99	STMA642QEM4	159.99	TG804-3554	419.99
SRM651	54.99	SRX90423	74.99	SSK200366BLK	104.99	STMA1XTG	109.99	STMA642QW02	159.99	TG804-3600	299.99
SRM652	59.99	SS9730M	25.99	SSK200366CDB	104.99	STMA21AV	129.99	STMA643BEM4	169.99	TG804-3696	284.99
SRM6520	59.99	SSA8226B	39.99	SSK200367BLK	119.99	STMA22NY	129.99	STMA643BW02	169.99	TG804-3800	294.99
SRM654	64.99	SSK108096GYA	99.99	SSK200367CDB	119.99	STMA2BWE	79.99	STMA6457EDK	119.99	TG804-3898	284.99
SRM6540	64.99	SSK108096NVA	79.99	SSK200367TPE	119.99	STMA2BX1	129.99	STMA6457EMT	119.99	TG804-4200	254.99
SRM655	64.99	SSK108097GYA	79.99	SSK403BLK	49.99	STMA2R3Q	169.99	STMA6457V96	119.99	TG804-4208	264.99
SRM6550	64.99	SSK108097LBPk	79.99	SSK405BKW	84.99	STMA2R52	169.99	STMA645UA3S	119.99	TG804-4243	169.99
SRM670	59.99	SSK108097NVA	79.99	SSK405NVAQ	84.99	STMA2R6D	159.99	STMA645UA3T	119.99	TG804-4291	139.99
SRM6700	59.99	SSK108098BPKPK	79.99	SSK406NVAQ	99.99	STMA41PY	169.99	STMA645UV96	119.99	TG804-4296	144.99
SRM671	59.99	SSK108098GYP	99.99	SSK605BLK	39.99	STMA41QN	169.99	STMA64H3A1P	169.99	TG804-4330	279.99
SRM6710	59.99	SSK108160BLK	79.99	SSK605NVBL	94.99	STMA41S9	159.99	STMA64H3ELT	169.99	TG804-4364	264.99
SRM680	69.99	SSK108160GRY	79.99	SSK606NVBL	104.99	STMA4259	99.99	STMA64H3EM4	169.99	TG804-4372	149.99
SRM6800	69.99	SSK108160LTBL	79.99	SSK8037BLK	114.99	STMA4279	124.99	STMA64H3ES7	164.99	TG804-4374	99.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
TG804-4375	254.99	TM26064	154.99	TM85520	129.99	TMA1Q54	184.99	TMA42FY	99.99	TMSM2001/884L	10.00
TG804-4378	264.99	TM26078	169.99	TM85590	99.99	TMA1Q8D	99.99	TMA438GENR	199.99	TMSM2001/974L	10.00
TG804-4478	264.99	TM26388	134.99	TM85591	119.99	TMA1Q8O	99.99	TMA55RKAS8	20.00	TMT101288	34.99
TG804-6190	159.99	TM302353TD	19.99	TM85594	194.99	TMA1RVS	179.99	TMA5MVP0510	39.99	TR305204	139.99
TG804-6191	164.99	TM302378TD-M0	15.99	TM86515	144.99	TMA1RW4	99.99	TMA5NA40510	24.99	TR305205BLK	109.99
TG804-6201	149.99	TM302379TD-M0	15.99	TM87528	134.99	TMA1V49CE7	39.99	TMA5NST	129.99	TR608115BLK	129.99
TG804-6290	79.99	TM302385TB-100	12.00	TM89604	214.99	TMA1V98015	19.99	TMA5PKE	124.99	TR608285BLK	149.99
TG804-6292	79.99	TM302386TB-M0	12.00	TM89628	244.99	TMA1V98434	19.00	TMA5PMP	99.99	TR915507	99.99
TG804-6293	79.99	TM33031	149.99	TM89652	214.99	TMA1V98D67	19.99	TMA5PV4	14.99	TWMCAAW01	99.99
TG804-6449	109.99	TM33032	149.99	TM89689	49.99	TMA1V9J-015	19.99	TMA5PWC	185.00	TWMCAN003	109.99
TG804-6905	79.99	TM33034	144.99	TM89697	214.99	TMA1V9J-434	19.99	TMA5QZE	164.99	TWMDMSM01	149.99
TG808-6100	69.99	TM33046	134.99	TM90646	204.99	TMA1XFX	209.99	TMA5RMX	109.99	TWMDMST01	149.99
TG808-6200	79.99	TM38021	99.99	TM91621	19.99	TMA1XHT	69.99	TMA5RRP	99.99	TWMHKBCW1	204.99
TG814-4200	249.99	TM385404TD-BL	18.99	TM91694	149.99	TMA1XJP	184.99	TMA5RSX	99.99	TWMLCS001	99.99
TG814-4201	259.99	TM385404TD-M0	18.99	TM92615	209.99	TMA1XK1	179.99	TMA5RTJ	109.99	TWMLCSM01	229.99
TG831-6031	99.99	TM385405TD-00	21.99	TM92641	224.99	TMA1ZA2	99.99	TMA5U4Y	99.99	TWMXBA001	99.99
TG834-6041	104.99	TM394999TD-M0	14.00	TM92647	99.99	TMA1ZC9	169.99	TMA5UVU	134.99	TWMXBA006	229.99
TG834-6134	109.99	TM40000	184.99	TM92649	99.99	TMA21KP019	80.00	TMA5WHB	169.99	TWMXBAW01	239.99
TG834-6385	139.99	TM40044	99.99	TM92669	99.99	TMA21QA	149.99	TMA5WPB	99.99	TWMXBN001	229.99
TG834-6386	134.99	TM436649TD-00	16.00	TM92671	229.99	TMA2238	79.99	TMA5WSF	119.99	TWMXBN004	99.99
TG834-6522	59.99	TM43TB302341T	14.00	TM95567	199.99	TMA225Q	99.99	TMA5YFU	164.99	TWMXCC001	99.99
TG834-6523	59.99	TM43TB302353T	14.00	TMA11QF	134.99	TMA2297	214.99	TMA5Z3U484	119.99	TWMXCNM01	214.99
TG834-6906	99.99	TM43TB302353T	14.00	TMA172T	204.99	TMA242GV17	90.00	TMA5Z4F001	119.99	TWSMUMXBNW	249.99
TG834-6908	99.99	TM43TB302378T	16.00	TMA176A	119.99	TMA24BH	204.99	TMA639Q	199.99	TWWDCTM1	149.99
TI26256	129.99	TM44790	80.00	TMA1B6S	119.99	TMA25F5	214.99	TMA63FYA4F	184.99	TWWDCTM1	144.99
TI28259	129.99	TM44990	90.00	TMA1B6U	129.99	TMA27JB	119.99	TMA63FYEM4	184.99	TWWLCA001	99.99
TI35211	49.99	TM44992	90.00	TMA1B7F	134.99	TMA27WT	99.99	TMA63GKEDX	189.99	TWWLCS003	219.99
TI77253	169.99	TM47001	184.99	TMA1BVS	90.00	TMA283H	124.99	TMA63PUEM4	209.99	TWWXBN001	209.99
TI82330	149.99	TM47019	184.99	TMA1GHM	149.99	TMA2844	99.99	TMA6413EYJ1	184.99	UA1276375	99.99
TI93255	84.99	TM47028	134.99	TMA1GT9	129.99	TMA28QQ	149.99	TMA6473EM4	209.99	UA3024634-106	50.99
TM10061	210.00	TM47592	194.99	TMA1HQL	194.99	TMA29FB	99.99	TMA64KKEM4	184.99	UA3024894-302	65.00
TM10073	210.00	TM50507	99.99	TMA1HRV015	25.00	TMA29G9	259.99	TMA66G7	279.99	UA3024947	99.99
TM12907	130.00	TM52561	189.99	TMA1I4S	99.99	TMA29JP	119.99	TMA66JQEM4	249.99	UA3024980-100	69.99
TM15551210	14.99	TM52562	174.99	TMA1JYQ	134.99	TMA29PPEK8	129.99	TMA66KYEM4	249.99	UA3024989-600	50.99
TM15845	75.00	TM53359	159.99	TMA1KIT	169.99	TMA2A71	39.99	TMA6763EDV	169.99	UA3024990-600	44.99
TM16937	95.00	TM53531	274.99	TMA1ORE	19.99	TMA2A7C	30.00	TMA6763EDX	169.99	UA3025013-001	50.99
TM219986TD-BL	14.00	TM53534	119.99	TMA1ORV	49.99	TMA2MTA	99.99	TMA67G3EJO	149.99	UA3025430-101	59.99
TM219986TD-W	14.99	TM63189	139.99	TMA1P1ZT80	26.00	TMA2PKQ	99.99	TMA67NQEEM	139.99	UA3025758-106	46.99
TM26038	174.99	TM65016	169.99	TMA1Q2W	164.99	TMA2QVU	169.99	TMA67NQY55	139.99	UA3025793-002	69.99
TM26063	99.99	TM65030	144.99	TMA1Q3L	99.99	TMA4115	174.99	TMA67PBEDA	139.99	UA3026023-100	39.99

Customer: P442895 SHAKER PLACE REHABILITATION AND NURSING CENTER-NY

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CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
UA3028318	134.99	WGFS2023	129.99	WGRB249	89.99	WGRB4132	119.99	WGRB513	129.99	WGRX90601	119.99
UA375322TD-326	10.00	WGFS2031	129.99	WGRB259	89.99	WGRB4133	124.99	WGRB516	99.99	WGV30110	114.99
UA375329TD-001	15.99	WGFS2325	144.99	WGRB3031	134.99	WGRB4141	129.99	WGRB517	44.99	WGV30110F	114.99
UA375329TD-100	15.00	WGFS2326	144.99	WGRB309	134.99	WGRB4143	154.99	WGRB524	139.99	WGV30117	114.99
UA375329TD-600	15.99	WGFS2330	99.99	WGRB312	139.99	WGRB4144	137.99	WGRB605	124.99	WGV30232	124.99
UA375579TD-970	15.00	WGFS2400	129.99	WGRB314	89.99	WGRB415	114.99	WGRB624	154.99	WGV30232F	124.99
UA375584TD-670	15.00	WGFS2473	149.99	WGRB315	89.99	WGRB4154	44.99	WGRB655	159.99	WGV30239	144.99
UA376172TD-970	15.99	WGFS2600	79.99	WGRB317	139.99	WGRB4160	89.99	WGRB6755	99.99	WGV30244	132.99
UA376175TD-056	15.00	WGFS2623	129.99	WGRB3214	129.99	WGRB4161	129.99	WGRB6765	159.99	WGV30244F	132.99
UA6000337-600	39.99	WGFS2630	134.99	WGRB3240	124.99	WGRB4162	114.99	WGRB750	129.99	WGV30468	114.99
UP0278U	24.99	WGFS2650	134.99	WGRB3317	127.99	WGRB4166	129.99	WGRB7755	154.99	WGV30471	119.99
US27286	199.99	WGFS2762	99.99	WGRB3400	139.99	WGRB417	159.99	WGRB8674	149.99	WGV30617F	124.99
US27288	199.99	WGG1240	49.99	WGRB3401	139.99	WGRB4177	154.99	WGRB8694	148.99	WGV30802	99.99
US3246	199.99	WGIA0120-1	149.99	WGRB3450	149.99	WGRB423	119.99	WGRB8807	159.99	WGV30802F	99.99
W1208280-609	24.00	WGIA0163	129.99	WGRB3461	169.99	WGRB4250	124.99	WGRB9402	149.99	WGV30809	109.99
W69402	5.00	WGIA0195	164.99	WGRB3481	139.99	WGRB429	89.99	WGRBMT	20.00	WGV30809F	109.99
W69409	4.99	WGIA5014	144.99	WGRB3482	139.99	WGRB430	89.99	WGRK2150	99.99	WGV30817	114.99
W69413	2.99	WGIA5016	119.99	WGRB3484	151.99	WGRB4301	99.99	WGRK2151	109.99	WGV30817F	114.99
W69414	2.99	WGIA5018	139.99	WGRB358	127.99	WGRB4302	99.99	WGRK4691	144.99	WIL001	41.99
W69415	2.99	WGIA5090	164.99	WGRB3605	124.99	WGRB4310	139.99	WGRK5710	139.99	WIL002	41.99
W69416	2.99	WGIA5150	99.99	WGRB3607	127.99	WGRB4311	139.99	WGRK5715	139.99	WIL003	44.99
W69417	2.99	WGIA5730	74.99	WGRB3624	154.99	WGRB4312	139.99	WGRK600	99.99	WIL004	41.99
W69418	2.99	WGIA965	144.99	WGRB365	89.99	WGRB4314	99.99	WGRK634	154.99	WIL005	41.99
W69419	2.99	WGIA9650	144.99	WGRB382	139.99	WGRB4317	139.99	WGRK643	124.99	WIL006	41.99
WGDC60503	119.99	WGIB3501	124.99	WGRB383	139.99	WGRB4327	169.99	WGRK644	119.99	WIL007	41.99
WGDC60810	139.99	WGIB4039	144.99	WGRB384	99.99	WGRB434	134.99	WGRK6635	144.99	WITZ00411	7.99
WGFE2020	144.99	WGIB4041	139.99	WGRB4015	117.99	WGRB435	114.99	WGRK670	129.99	WITZ00412	7.99
WGFE244	99.99	WGRB036	119.99	WGRB4035	114.99	WGRB4360	149.99	WGRK6710	154.99	WLV91102670-10	18.00
WGFE2440	99.99	WGRB039	119.99	WGRB4036	119.99	WGRB437	169.99	WGRK6736	119.99	WSS3001-001	21.99
WGFE690	159.99	WGRB041	114.99	WGRB4039	119.99	WGRB4442	106.99	WGRK6741	129.99	WVH9000007	10.00
WGFF247	9.99	WGRB044	114.99	WGRB4040	124.99	WGRB4443	129.99	WGRK6748	144.99	WVH9000223	10.00
WGFP8125	151.99	WGRB045	124.99	WGRB4041	114.99	WGRB4450	99.99	WGRK676	119.99	WVH9000246	10.00
WGFR40103	209.99	WGRB046	114.99	WGRB4042	119.99	WGRB455	134.99	WGRK6761	139.99	WVH9000410	10.00
WGFR40201	214.99	WGRB049	139.99	WGRB4043	124.99	WGRB4555	49.99	WGRK751	119.99	WVH9000617	10.00
WGFR40202	214.99	WGRB1068	149.99	WGRB4049	139.99	WGRB460	139.99	WGRK753	99.99	WW080030	99.99
WGFR40501F	136.99	WGRB143	139.99	WGRB4050	119.99	WGRB464	119.99	WGRK761	129.99	WW080062	99.99
WGFR40502F	124.99	WGRB156	114.99	WGRB4051	129.99	WGRB4671	89.99	WGRK762	129.99	WW080157	199.99
WGFR40601F	144.99	WGRB1910	69.99	WGRB4059	129.99	WGRB491	124.99	WGRK774	64.99	WW080184	149.99
WGFS2000	124.99	WGRB212	69.99	WGRB406	129.99	WGRB492	134.99	WGRK777	124.99	WW080186	149.99
WGFS2005	124.99	WGRB248	89.99	WGRB4131	124.99	WGRB5122	129.99	WGRK800	89.99	WW080193	199.99

Customer: P442895 SHAKER PLACE REHABILITATION AND NURSING CENTER-NY

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CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
WW080194	209.99	WW211130	149.99	WW5698	129.99				
WW10180	99.99	WW211161	149.99	WW8399	99.99				
WW10181	139.99	WW211165	204.99	WW91100270	13.99				
WW10314	184.99	WW211176	129.99	WW91102670	18.00				
WW10315	119.99	WW221018	99.99	WWW97927070	16.00				
WW10316	189.99	WW221019	134.99	WZM612-BL	99.99				
WW10318	194.99	WW221022	99.99	WZN401-BL	74.99				
WW10364	110.99	WW221032	139.99	WZN440-BL	84.99				
WW10632	129.99	WW221041	149.99	WZN640-BL	94.99				
WW10633	129.99	WW231013	129.99	WZS401-BL	44.99				
WW10653	194.99	WW231015	144.99	WZS470-BL	79.99				
WW10680	134.99	WW231016	99.99	WZS623-BL	124.99				
WW10702	139.99	WW231018	129.99	WZS660-BL	99.99				
WW10706	199.99	WW231048	119.99	WZS660-BR	99.99				
WW10717	159.99	WW231085	149.99	WZS852-BR	119.99				
WW10765	49.99	WW231099	149.99	WZS997-BRN	129.99				
WW10788	164.99	WW231103	139.99	XEASL1	134.99				
WW10791	149.99	WW231106	139.99	XEFNBL2	239.99				
WW10926	99.99	WW231109	119.99	XEGRBT1	129.99				
WW10942	224.99	WW231117	99.99	XEGRCG3	129.99				
WW10945	229.99	WW240008	114.99	XEHZTN1	204.99				
WW191044	209.99	WW2406	99.99	XEOMBL1	139.99				
WW200158	99.99	WW241148	134.99	XEOMBL2	209.99				
WW201153	119.99	WW241169	159.99	XEOMBO1	189.99				
WW201175	129.99	WW251006	159.99	XEROBL1	194.99				
WW201178	119.99	WW251016	164.99	XEROWH1	194.99				
WW201218	159.99	WW251037	164.99	XESPBL1	149.99				
WW20172	79.99	WW251040	169.99	XESPBL2	209.99				
WW2053	164.99	WW251098	189.99	XEVABL1	139.99				
WW210076	99.99	WW261029	164.99	XEVABL2	219.99				
WW211000	99.99	WW261051	164.99	XEVACB1	139.99				
WW211005	89.99	WW261060	249.99	XEVACB2	224.99				
WW211006	89.99	WW3120	194.99	Y900M	49.99				
WW211007	89.99	WW3511	154.99						
WW211016	99.99	WW4306	119.99						
WW211020	99.99	WW4451	49.99						
WW211022	169.99	WW4707	99.99						
WW211042	134.99	WW5665	49.99						
WW211043	129.99	WW5679	159.99						
WW211129	179.99	WW5680	179.99						

Contract #: 2026-0625

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: General Services A1610

Date Submitted: 04/14/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Robinson Hall Arch. Products Inc

Estimated Amount: 23,436.00

Scope of Services: Gil Ethier Center Entrance Doors

Budget Line Item: CAPIT

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 8, 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 Robinson Hall Arch. Products, Inc. as the lowest of the three (3) quotes obtained for the replacement entrance doors at the Gil Ethier Athletic & Community Center.

This Project is included in the DGS CAPIT B2301 Various Building Upgrades & Improvements, with a not to exceed cost of \$23,436.00

The projected term will be May 1, 2026, through April 30, 2027

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 3, 2026

Re: Gil Ethier Entrance Door Replacement

DGS obtained three quotes for replacing the main entrance doors of the Gil Ethier Athletic & Community Center. I recommend awarding a contract to Robinson Hall Arch. Products, Inc. in providing the lowest quote of \$23,436.00.

The projected term of the contract will begin on May 1, 2026, through April 30, 2027

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 *Pamela*
Purchasing Agent

DATE: April 13, 2026

RE: Gil Ethier Entrance Door Replacement

I am in receipt of your recommendation to award the aforementioned to Robinson Hall Arch. Products Inc. in the not to exceed amount of 23,436.00.

As Robinson Hall Arch Products Inc. is the lowest responsible and responsive vendor of the three (3) quotes received, 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 Department of General services

Request for Quote

Location:

Albany County Athletic & Community Center

21 Cayuga St., Cohoes NY

Work:

Remove and furnish and install new Aluminum Entrances and Storefronts.

Please quote the following work as listed.

Aluminum Entrances and Storefronts:

- 1- Fitness Room: (1) 98"x87 ¾" opening with (1) 72"x86" pair door opening: Kawneer 190 narrow stile door with 10" bottom base in a Trifab 450 1 ¾"x4 ½" aluminum frame. Finish: Painted Charcoal. Glass: ¼" clear tempered glass. Door hardware: Continuous geared hinge, EPT, Norton 1601 surface mounted door closers, Falcon EL1690 concealed exit device for active leaf, Falcon 1690 concealed exit device for in-active door leaf, CO9 door pull and aluminum threshold.
- 2- **Main Entrance Exterior:** (1) 116"x104 ½" opening with (1) 72"x84" pair door opening: Kawneer 190 narrow stile door with 10" bottom base in a Trifab 451 2"x4 ½" aluminum transom frame with sidelites. Sidelites to be Kawneer Trifab 451T 2"x4 ½" center glazed aluminum storefront. Finish: Painted Charcoal. Glass: 1" Insulated clear Low E glass, tempered where required by law. Door hardware: Continuous geared hinge, EPT, Norton 1601 surface mounted door closers, Falcon EL1690 concealed exit device for active leaf, Falcon 1690 concealed exit device for in-active door leaf, CO9 door pull, standard weather stripping, door sweeps and aluminum threshold.
- 3- **Main Entrance Interior entrance:** (1) 75 ½"x85 ¾" opening with (1) 72"x84" pair door opening: Kawneer 190 narrow stile door with 10" bottom base in a Trifab 450 1 ¾"x4 ½" aluminum frame. Finish: Painted Charcoal. Glass: ¼" clear tempered glass. Door hardware: Continuous geared hinge, Norton 1601 surface mounted door closers, no lock, CO9/CP push/pull.
- 4- **Add: Use Stanley M Force automatic door operators** in lieu of Nortons for active leaf only, with wireless push plates. Finish: Clear anodized. (2) operator's total.
- 5- Aluminum Storefront Lobby Window: (1) 12'0"x8'0" opening: Kawneer Trifab 451T 2"x4 ½" center glazed aluminum storefront. Finish: Painted charcoal. Glass: 1" Insulated clear Low E glass. Bottom lites to be 1" Insulated double faced aluminum metal panel, painted charcoal.

GIL Albany County Athletic & Community Center- Aluminum Store front Proposals

3/31/2026

JJN

<u>Vendor</u>	<u>Main entrance</u>
Advanced Glass	\$32,020.00
Robinson Hall	\$23,436.00
AGM	\$40,800.00

ROBINSON HALL

ARCHITECTURAL PRODUCTS INC

The following Quotes, on March 30th 2026, are separated as requested and are for the Albany County Athletic & Community Center at 21 Cayuga St. Cohoes NY. All Quotes are good for 30 days from issue

All Quotes included the supply and install of all required doors and hardware called out for in Bid Request and include Automatic Door Operators at #2 & #3 (Main Entrance) as well as all required caulking but Does NOT include any electrical wiring. Operators to be plugged into outlet provided by others.

#1 Fitness Room	\$11,661.60
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#5 Storefront Lobby	\$7,786.80
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#2 Main Entrance	\$23,436.00
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TOTAL	\$42,884.40
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② # 68,465.00

PROPOSAL

ARCHITECTURAL GLASS AND METAL

3 Liebich Lane, Suite #1
Clifton Park, New York 12065
P: (518) 371-7007 x 128
F: (518) 371-0767
E-mail – doug@agmglass.com

PROPOSAL SUBMITTED TO Estimating	PHONE	FAX
STREET	JOB NAME ALBANY ATHLETIC & COMMUNITY CENTER	DATE 3/26/2026

- Includes: Demo of Existing Frames: Perimeter caulking on Interior And exterior side of aluminum frames
- **Lobby Window** - Kawneer 451T Aluminum thermally broken exterior storefront (2" x 4-1/2")
 - Glass: 1" Tempered Unit With Vitro SB 60 on #2
 - Color: Charcoal
- **Main Entrance Exterior** Kawneer 451T Aluminum thermally broken exterior storefront (2" x 4-1/2")
 - Kawneer 190 Narrow Style Doors With A 10" Bottom Rail
 - Glass: 1" Clear tempered unit- SB 60 low E
 - Color: Charcoal
 - Hardware: Continuous Hinge, Standard Manufacturers Threshold/Door Sweep, CVR Panics With EPT and MELR Kit on Active Leaf, CO9 Pull Handles, Surface Mount Closer, Stanley M Force Door Operator, Wireless Push Button
- **Main Entrance Interior** Kawneer 450 Aluminum Storefront (1 3/4" x 4 1/2")
 - Kawneer 190 Narrow Style Doors With A 10" Bottom Rail
 - Glass: 1/4" Clear Tempered
 - Color: Charcoal
 - Hardware: Continuous Hinge, Standard Manufacturers Threshold/Door Sweep, CO9 Push Pulls, Surface Mount Closer, Stanley M Force Door Operator, Wireless Push Button
- **Fitness Entrance Interior** Kawneer 450 Aluminum Storefront (1 3/4" x 4 1/2")
 - Kawneer 190 Narrow Style Doors With A 10" Bottom Rail
 - Glass: 1/4" Clear Tempered
 - Color: Charcoal
 - Hardware: Continuous Hinge, Standard Manufacturers Threshold/Door Sweep, CVR Panics With EPT And MELR Kit On Active Leaf, CO9 Pull Handles, Surface Mount Closer

Includes Normal Working Hours from 7:00am – 3:30pm. Tax Not Included

Additional Exclusions:

Power To Operators; Wiring Of Door Controls; Final Cleaning of Glass and Aluminum; Protection of materials after installation; Replacement of damage or breakage by others; Bonds; Painting; Patching; Sheetrock repair; Permits or fees for such; Air/ Water Testing; Hollow Metal Doors; Hollow Metal Frames; Wood Doors; BIM; Mirrors; Mock-Ups; Final Cylinders; Any other work than indicated above

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Lobby Window – Thirteen Thousand Two Hundred Ninety And 00/100Dollars.....	\$13,290.00
Main Entrance Exterior - Twenty-Two Thousand Eight Hundred And 00/100 Dollars	\$22,800.00
Main Entrance Interior – Eighteen Thousand And 00/100 Dollars.....	\$18,000.00
Fitness Entrance – Fourteen Thousand Three Hundred Seventy-Five And 00/100 Dollars.....	\$14,375.00

54,675.00

PROPOSAL

Advance Glass Inc.

926 19th Street
Watervliet, NY 12189
518-272-6800
Fax 518-272-7354

Certified Women Owned Contractor (WBE)
District Council #9 Union

Proposal Submitted To:	Addendum's Reviewed	Date: 3/12/2026
ATTN:	Job Name: Cohoes Community Center	
City, State & Zip	Job Location:	

We hereby submit specifications and estimates for:

Scope:

Aluminum Entrances and Storefronts:

① **Fitness Room:** (1) 98"x87 ¾" opening with (1) 72"x86" pair door opening: Kawneer 190 narrow stile door with 10" bottom base in a Trifab 450 1 ¾"x4 ½" aluminum frame. Finish: Painted Charcoal. Glass: ¼" clear tempered glass. Door hardware: Continuous geared hinge, EPT, Norton 1601 surface mounted door closers, Falcon EL1690 concealed exit device for active leaf, Falcon 1690 concealed exit device for in-active door leaf, CO9 door pull and aluminum threshold.

Furnished and Installed: \$ 13,940.00

Main Entrance:

② **Exterior:** (1) 116"x104 ½" opening with (1) 72"x84" pair door opening: Kawneer 190 narrow stile door with 10" bottom base in a Trifab 451 2"x4 ½" aluminum transom frame with sidelites. Sidelites to be Kawneer Trifab 451T 2"x4 ½" center glazed aluminum storefront. Finish: Painted Charcoal. Glass: 1" Insulated clear Low E glass, tempered where required by law. Door hardware: Continuous geared hinge, EPT, Norton 1601 surface mounted door closers, Falcon EL1690 concealed exit device for active leaf, Falcon 1690 concealed exit device for in-active door leaf, CO9 door pull, standard weather stripping, door sweeps and aluminum threshold.

Interior Entrance: (1) 75 ½"x85 ¾" opening with (1) 72"x84" pair door opening: Kawneer 190 narrow stile door with 10" bottom base in a Trifab 450 1 ¾"x4 ½" aluminum frame. Finish: Painted Charcoal. Glass: ¼" clear tempered glass. Door hardware: Continuous geared hinge, Norton 1601 surface mounted door closers, no lock, CO9/CP push/pull.

Furnished and Installed: \$ 22,180.00

Add:

② Use Stanley M Force automatic door operators in lieu of Nortons for active leaf only, with wireless push plates. Finish: Clear anodized. (2) operator's total.

Add: \$ 9,840.00

Albany County Green Capital Projects

Project Number:	B2201	Total Estimated Cost:	16.000	Capital Account(s):	HHG4			
Project Status:	Recurrent	SEQR Req.	No	Yes-Status	No-Type	Exempt		
Authorized Funding	Pre-2026	2026	2027	2028	2029	2030	2031	Total
County	10.000	1.000	1.000	1.000	1.000	1.000	1.000	16.000
State								0.000
Federal								0.000
Other								0.000
Total	10.000	1.000	1.000	1.000	1.000	1.000	1.000	16.000

Amendment(s): 2024-2028 - Project amended to add funding to outer years and expand scope.

2025-2030 - Amended to add a year and funding.

This project will include the purchase of some electric vehicles and zero emission vehicles. It will also include some infrastructure improvements with renewable energy technology and energy efficient improvements.

Various Building Upgrades & Improvements

Project Number:	B2301	Total Estimated Cost:	61.700	Capital Account(s):	5			
Project Status:	Recurrent	SEQR Req.	Yes	Yes-Status	No-Type			
Authorized Funding	Pre-2026	2026	2027	2028	2029	2030	2031	Total
County	22.200	17.000	4.500	4.500	4.500	4.500	4.500	61.700
State								0.000
Federal								0.000
Other								0.000
Total	22.200	17.000	4.500	4.500	4.500	4.500	4.500	61.700

Amendment(s): 2024-2028 - Amended to clarify scope and increase funding needs.

This project will address the long term improvements to any / all County owned and operated facilities. Improvements will include, but not limited to, various upgrades such as mechanicals, HVAC, chillers, electrical, roofs, painting/carpeting, energy management systems, department moving & relocation costs, and engineering, structural, & property evaluations. NOTE: this project replaces several projects including, but not limited to, the County Office Building project, Facility Improvement Project, and the Office Modernization Project. These projects will generally have a useful life of 15 – 20 years.

County Facility Roof Renovations

Project Number:	B2302	Total Estimated Cost:	5.500	Capital Account(s):				
Project Status:	Existing	SEQR Req.	Yes	Yes-Status	No-Type			
Authorized Funding	Pre-2026	2026	2027	2028	2029	2030	2031	Total
County	3.000	0.500	0.500	0.500	0.500	0.500		5.500
State								0.000
Federal								0.000
Other								0.000
Total	3.000	0.500	0.500	0.500	0.500	0.500	0.000	5.500

Amendment(s): 2026-2030 -Amended to add another year to plan.

The purpose of this project is to address the ongoing needed repair / restoration to the roofs of various County owned properties. We are proposing this plan to address the overall concern over the necessary maintenance. The project has a projected completion date of 2030.

Contract #: 2026-0399

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/22/2026

Contact Person: [Krista Sbuttoni]

Contact Phone: 518+447-5590

Vendor Info: Aucore Electrical Llc

Estimated Amount: 200,000.00

Scope of Services: Aucore Elecrical LLC - Primary Electrical Renewal

Budget Line Item: 1620-4046

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 17, 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,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with Aucore Electrical, Inc. as the primary vender for Emergency Electrical Repair services, beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00

This is the final renewal of the original contract #2024-1923 and includes amendment #2025-1757 allowance increase from \$99,000.00 to \$200,000.00.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

TEXT FOR FAX COVER SHEET:

Your bid award for Bid # 2024-044, Trade Labor Agreements for Various Trade Labor for Various Albany County Departments, is due to expire on May 31, 2026; however, the original bid terms and conditions provided for an optional one-year renewal period through May 31, 2027. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid prices through May 31, 2027. Thank you for your prompt response.

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

RE: **BID # 2024-044**
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: AuCore Electrical Inc

REPRESENTATIVE: Gary AuClaire

TELEPHONE # 518-928-6791

FAX #: _____

SIGNATURE: 

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO [Ashley Saville](mailto:Ashley.Saville@albanycountyny.gov) @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Primary Emergency Electrical Repair

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with Aucore Electrical, Inc as the primary vendor for Emergency Electrical Repair services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with Aucore Electrical, Inc, as the Primary Vendor for Emergency Electrical Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND AUCORE ELECTRICAL, LLC
FOR HOURLY RATE BASED ELECTRICAL CONSTRUCTION SERVICES

CONTRACT NO. 2024-1923

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 Aucore Electrical, LLC, a New York limited liability company, with a principal place of business located at 46 Menand Road, Menands, New York 12204 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 27, 2024 to provide electrical construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the electrical construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

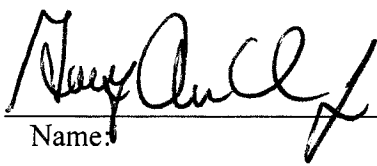
COUNTY OF ALBANY

DATED: 8/5/24

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

AUCORE ELECTRICAL, LLC

DATED: JULY 10th 20204

BY: 
Name:
OWNER
Title:

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 31st day of August, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 10th day of JULY, 2024, before me, the undersigned, personally appeared GARY AUCIARE JR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Suzanne T Furlong
Notary Public, State of New York
Reg. No 4945953
Qualified in Albany County
Commission Expires January 27, 2027

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2025-1757

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 AUCORE ELECTRICAL LLC, with a principal office located at 46 Menands Road Menands, NY 12204 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **June 2, 2025**, the County entered into an agreement pursuant to Contract number **2025-2881** ("Agreement") with the Vendor for emergency electrical repair services, providing for an initial term of **June 1, 2025 to May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **\$200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

**Auclaire Gary-
Owner**

Digitally signed by Auclaire Gary-
Owner
Date: 2026.04.07 19:14:06 GMT
Reason: Vendor Review/Signature
Location: ,

**County Attorney-
County Attorney**

Digitally signed by County Attorney-
County Attorney
Date: 2026.04.07 20:58:24 GMT
Reason: County Attorney Approval
Location: ,

**McLaughlin Michael-
Deputy County
Executive**

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.04.16 20:02:52 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2881 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2881 will remain in place.

Contract #: 2026-0694

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/23/2026

Contact Person: [Krista Sbuttoni],[Thomas Stover]

Contact Phone: 518+447-5590,518-447-3020

Vendor Info: J McBain, Inc.

Estimated Amount: 200,000.00

Scope of Services: J. McBain - Secondary Electric Repair Services - Renewal

Budget Line Item: 1620-4046

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 26, 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,

Department of General Services respectfully requests the approval of renewing a Labor Agreement with J. McBain, Inc. as the secondary vendor for Emergency Electrical Repair services beginning June 1, 2026, through May 31, 2027, with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1931 and includes amendment #2025-1845 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

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

RE: BID # 2024-044
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

J. McBain Inc

REPRESENTATIVE:

JACKIE McBain

TELEPHONE #

518-272-9374

FAX #:

518-272-3738

SIGNATURE:

Jackie McBain

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Secondary Emergency Electrical Repair Services

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with J. McBain Inc. as the secondary vendor for Emergency Electrical Repair Services beginning June 1, 2026, through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with J McBain, Inc, as the Secondary Vendor for Emergency Electrical Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND J. MCBAIN, INC.
FOR HOURLY RATE BASED ELECTRICAL CONSTRUCTION SERVICES

CONTRACT NO. 2024-1931

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 J. McBain, Inc., a registered New York corporation, with a principal place of business located at 2742 6th Avenue, Troy, New York 12180 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 27, 2024 to provide electrical construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the electrical construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

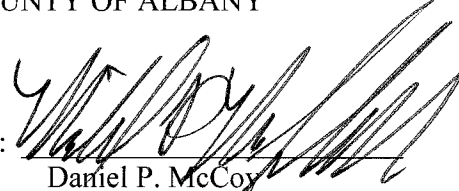
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

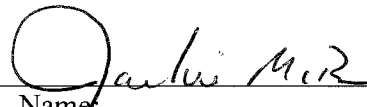
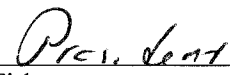
COUNTY OF ALBANY

DATED: 7/23/24

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

J. MCBAIN, INC.

DATED: 7/15/2024

BY: 
Name: _____

Title: _____

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 31 day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On the 15 day of July, 2024, before me, the undersigned, personally appeared Tatiana Michalski personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC
LEON MILAZZO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01M16343892
Qualified in Rensselaer County
Commission Expires June 20, 25

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2025-1845

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 J MCBAIN, INC., with a principal office located at 2742 6th Ave Troy, NY 12180 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **June 4, 2025**, the County entered into an agreement pursuant to Contract number **2025-2963** ("Agreement") with the Vendor for Emergency Electrical Repair services., providing for an initial term of **June 1, 2025 through May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

**McBain Jackie-
President**

Digitally signed by McBain Jackie-
President
Date: 2026.01.13 14:04:11 GMT
Reason: Vendor Review/Signature
Location: Troy, NY 12180

**County Attorney-
County Attorney**

Digitally signed by County Attorney-
County Attorney
Date: 2026.01.15 22:33:34 GMT
Reason: County Attorney Approval
Location: ,

**McLaughlin Michael-
Deputy County
Executive**

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.01.16 15:59:50 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2963 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2963 will remain in place.

Contract #: 2026-0780

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/30/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Bpi Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: BPI Mechanical - Primary Boiler Repair Services - Renewal

Budget Line Item: 1620-4046

Fiscal Impact:
County: 0.00
State: 100.00
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 30, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with BPI Mechanical Services, Inc. as the primary vender for Emergency Boiler Repair services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1930 and includes amendment #2025-1846 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

Sbuttoni, Krista

From: Saville, Ashley
Sent: Thursday, April 30, 2026 11:43 AM
To: Sbuttoni, Krista; Stover, Thomas
Subject: FW: EXTERNAL Re: RFB-2024-044

See email chain below

Ashley Saville
Senior Specification Technician
Albany County Division of Purchasing
112 State Street, Room 820
Albany, NY 12207
tel 518.447.5545
fax 518.447.5588
ashley.saville@albanycountyny.gov
www.albanycountyny.gov



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From: Dan Keating <dank@BPIMechanicalService.com>
Sent: Monday, April 6, 2026 11:24 AM
To: Saville, Ashley <Ashley.Saville@albanycountyny.gov>
Subject: EXTERNAL Re: RFB-2024-044

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

Warning: Unusual sender <dank@bpimechanicalservice.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes, please send along anything that you need for signatures

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From: Saville, Ashley <Ashley.Saville@albanycountyny.gov>
Sent: Monday, April 6, 2026 11:22:05 AM
To: Dan Keating <dank@BPIMechanicalService.com>
Subject: RFB-2024-044

Good morning Dan.

I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Boiler, Secondary Plumbing and Secondary HVAC bids at the same rates.

The bid allows for 2 one year renewals and this would be the second renewal period.

The term would be June 1, 2026 through May 31, 2027. Please let me know.

Thank you, Dan.

Ashley Saville
Senior Specification Technician
Albany County Division of Purchasing
112 State Street, Room 820
Albany, NY 12207
tel 518.447.5545
fax 518.447.5588
ashley.saville@albanycountyny.gov
www.albanycountyny.gov



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DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
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(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 30, 2026

Re: RFB #2024-044 - Primary Emergency Boiler Repair

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with BPI Mechanical Services, Inc as the primary vendor for Emergency Boiler Repair Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 30, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with BPI Mechanical Services, Inc, as the Primary Vendor for Emergency Boiler Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED BOILER REPAIR CONSTRUCTION SERVICES

CONTRACT NO. 2024-1930

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide boiler repair construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid boiler repair construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the boiler repair construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

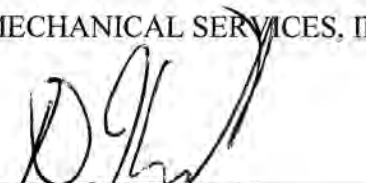
COUNTY OF ALBANY

DATED: 7/23/24

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

BPI MECHANICAL SERVICES, INC.

DATED: 7/10/24

BY: 
Name: _____
PRES.
Title: _____

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 23rd day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 10th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JACLYN DAISY CORNELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6371051
Qualified in Albany County
My Commission Expires 02-20-2026

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2025-1846

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 BPI MECHANICAL, INC., with a principal office located at Po Box 336 Latham, NY 12110 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **May 27, 2025**, the County entered into an agreement pursuant to Contract number 2025-2887 ("Agreement") with the Vendor for Emergency Boiler Repair services., providing for an initial term of **June 1, 2025 through May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Keating Joshua-
Service Manager

Digitally signed by Keating Joshua-
Service Manager
Date: 2026.03.03 19:44:00 GMT
Reason: Vendor Review/Signature
Location: ,

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.03.10 21:21:23 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.03.11 18:47:02 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2887 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2887 will remain in place.

Contract #: 2026-0693

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/23/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Eckert Mechanical, LLC

Estimated Amount: 200,000.00

Scope of Services: Eckert Mechanical - Boiler Repair Services - Renewal

Budget Line Item: 1620-4046

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 23, 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,

Department of General Services respectfully requests the approval of renewing a Labor Agreement with Eckert Mechanical, LLC as the secondary vender for Emergency Boiler Repair services beginning June 1, 2026, through May 31, 2027, with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1933 and includes amendment #2026-0148 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
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 17, 2026

Re: RFB #2024-044 - Secondary Emergency Boiler Repair Services

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with Eckert Mechanical LLC as the secondary vendor for Emergency Boiler Repair Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with Eckert Mechanical LLC, as the Secondary Vendor for Emergency Boiler Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ECKERT MECHANICAL, LLC
FOR HOURLY RATE BASED BOILER REPAIR CONSTRUCTION SERVICES

CONTRACT NO. 2024-1933

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Eckert Mechanical, LLC, a registered New York limited liability company, with a principal place of business located at 1062 Central Avenue, Albany, New York 12205 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide boiler repair construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid boiler repair construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the boiler repair construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

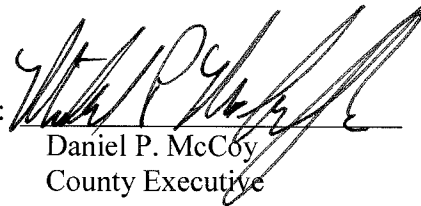
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/15/24

BY:



Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

ECKERT MECHANICAL LLC

DATED: 7/19/2024

BY:



Name: Russell Lincoln

President

Title:

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 10 day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

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

On the 9 day of July, 2024, before me, the undersigned, personally appeared Russell Lincoln personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

NICOLE C. TRIMBLE
Notary Public, State of New York
No. 01CA6135839
Qualified in Albany County
Commission Expires October 24, 2025

SCHEDULE A
INSURANCE COVERAGE

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

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2026-0148

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 ECKERT MECHANICAL, LLC, with a principal office located at 49 Sicker Road Latham, NY 12110 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **May 27, 2025**, the County entered into an agreement pursuant to Contract number **2025-2889** ("Agreement") with the Vendor for Boiler Repair Services., providing for an initial term of **June 1, 2025 - May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **\$200,000.00**
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Lincoln Russell-
President

Digitally signed by Lincoln Russell-
President
Date: 2026.02.20 14:19:20 GMT
Reason: Vendor Review/Signature
Location: Latham, NY 12110

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.02.23 21:01:20 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.02.24 17:17:31 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2889 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2889 will remain in place.

Contract #: 2026-0684

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/23/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Collett Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: Collett Mechanical - Primary HVAC Renew

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 23, 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,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with Collett Mechanical Services, Inc. as the primary vendor for Emergency HVAC Repair services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1929 and includes amendment #2025-1844 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

TEXT FOR FAX COVER SHEET:

Your bid award for Bid # 2024-044, Trade Labor Agreements for Various Trade Labor for Various Albany County Departments, is due to expire on May 31, 2026; however, the original bid terms and conditions provided for an optional one-year renewal period through May 31, 2027. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid prices through May 31, 2027. Thank you for your prompt response.

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

RE: **BID # 2024-044**
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Collett Mechanical Service
REPRESENTATIVE: Joseph Collier
TELEPHONE # 518 857-6762
FAX #: _____
SIGNATURE: Jim Dani

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Primary Emergency HVAC Repair

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with Collett Mechanical Services, Inc as the primary vendor for Emergency HVAC Repair Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with Collett Mechanical Services, Inc, as the Primary Vendor for Emergency HVAC Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2024-1929

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 Collett Mechanical Services, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide HVAC construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid HVAC construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the HVAC construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

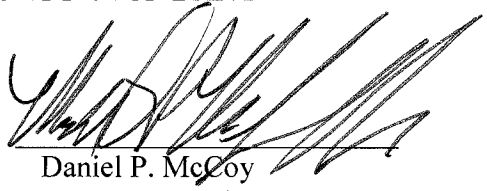
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 8/5/24

BY: 

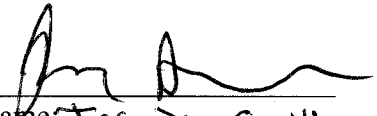
Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

COLLETT MECHANICAL SERVICES, INC.

DATED: _____

BY: 

Name: Joseph Collier
VP

Title: _____

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 28 day of August, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

STATE OF New York
COUNTY OF Albany) SS.:

On the 22 day of July, 2024, before me, the undersigned, personally appeared Joseph Collier personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

RENEWAL AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICES, INC.
FOR HOURLY RATE HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2025-2886
(ORIG. AGREEMENT: 2024-1929)

This Renewal Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Collett Mechanical Services, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Contractor to provide HVAC construction services on an hourly, as needed basis, said agreement having been designated Contract No. 2024-1929 (hereinafter, the "Agreement"); and

WHEREAS, RFB #2024-044, the request for bids upon which the Agreement is based, provided for an initial one-year term, and also provided for two (2) consecutive one-year renewal terms thereafter, upon mutual consent of the parties; and

WHEREAS, the Parties seek to renew the Agreement for a one-year renewal term; and

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

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

1. That ARTICLE 5. TERM OF THE AGREEMENT shall be amended to read, as follows:

5.1 The initial term of the Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 The renewal term of the Agreement shall commence on June 1, 2025 and shall continue in effect through May 31, 2026.

5.3 The Agreement may be renewed for one-year after the conclusion of the renewal term.

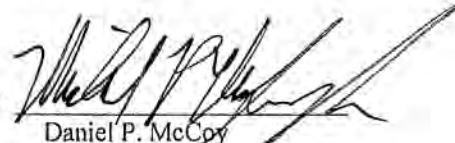
2. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/27/25

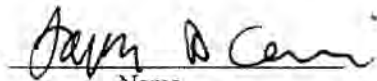
BY:


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

COLLETT MECHANICAL SERVICES, INC.

DATED: 05/21/2025

BY:


Name
Vice President
Title

NOTARY ACKNOWLEDGEMENT

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

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

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

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

On this 27 day of May, 2025, before me personally came Michael P. McLaughlin, to me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.



Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Albany) ss.:
CITY OF Albany)

On this 21 day of May, 2025, before me personally came Joe Collier, to me known and known to me to be the VP of Collett + Services, and the same person who executed the foregoing instrument; and he/she/they acknowledged that he/she/they executed the foregoing instrument on behalf of Collett + Services, as said VP pursuant to the authority vested in him/her/they.

Notary Public, State of New York

KRISTA M HEIDINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6346645
Qualified in Albany County
My Commission Expires 08-15-2028

Contract #: 2026-0801

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/30/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Bpi Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: BPI Mechanical Secondary HVAC Services - Renewal

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with BPI Mechanical Services, Inc. as the secondary vender for Emergency HVAC Repair services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00

This is the final renewal of the original contract #2024-1935 and includes amendment #2026-0127 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

Sbuttoni, Krista

From: Saville, Ashley
Sent: Thursday, April 30, 2026 11:43 AM
To: Sbuttoni, Krista; Stover, Thomas
Subject: FW: EXTERNAL Re: RFB-2024-044

See email chain below

Ashley Saville
Senior Specification Technician
Albany County Division of Purchasing
112 State Street, Room 820
Albany, NY 12207
tel 518.447.5545
fax 518.447.5588
ashley.saville@albanycountyny.gov
www.albanycountyny.gov



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From: Dan Keating <dank@BPIMechanicalService.com>
Sent: Monday, April 6, 2026 11:24 AM
To: Saville, Ashley <Ashley.Saville@albanycountyny.gov>
Subject: EXTERNAL Re: RFB-2024-044

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

Warning: Unusual sender <dank@bpimechanicalservice.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes, please send along anything that you need for signatures

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From: Saville, Ashley <Ashley.Saville@albanycountyny.gov>

Sent: Monday, April 6, 2026 11:22:05 AM

To: Dan Keating <dank@BPIMechanicalService.com>

Subject: RFB-2024-044

Good morning Dan.

I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Boiler, Secondary Plumbing and Secondary HVAC bids at the same rates.

The bid allows for 2 one year renewals and this would be the second renewal period.

The term would be June 1, 2026 through May 31, 2027. Please let me know.

Thank you, Dan.

Ashley Saville

Senior Specification Technician

Albany County Division of Purchasing

112 State Street, Room 820

Albany, NY 12207

tel 518.447.5545

fax 518.447.5588

ashley.saville@albanycountyny.gov

www.albanycountyny.gov



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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 30, 2026

Re: RFB #2024-044 - Secondary Emergency HVAC Repair

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with BPI Mechanical Services, Inc as the secondary vendor for Emergency HVAC Repair Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 30, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with BPI Mechanical Services, Inc, as the Secondary Vendor for Emergency HVAC Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC CONSTRUCTION SERVICES

CONTRACT NO. 2024-1935

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide HVAC construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid HVAC construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the HVAC construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

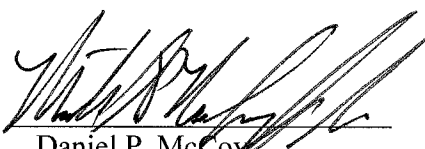
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

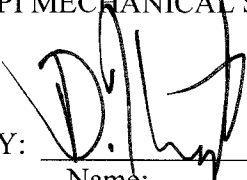
COUNTY OF ALBANY

DATED: 7/25/24

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

BPI MECHANICAL SERVICES, INC.

DATED: 7/16/24

BY: 
Name:
PRESIDENT
Title:

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

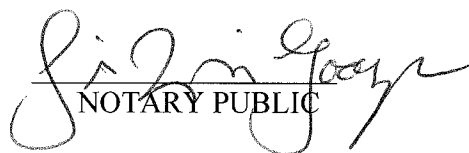
On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 25 day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

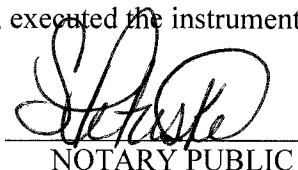
SIA ZOIS GOOGAS
Notary Public, State of New York
No. 02GO6311455
Qualified in Albany County
Commission Expires Sept. 15, 2026


NOTARY PUBLIC

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

On the 16th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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


NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2026-0127

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 BPI MECHANICAL, INC., with a principal office located at Po Box 336 Latham, NY 12110 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **May 30, 2025**, the County entered into an agreement pursuant to Contract number **2025-2891** ("Agreement") with the Vendor for Emergency HVAC Repair services., providing for an initial term of June 1, 2025 - May 31, 2026; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **\$200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Keating Joshua-
Service Manager

Digitally signed by Keating Joshua-
Service Manager
Date: 2026.03.03 19:43:23 GMT
Reason: Vendor Review/Signature
Location: ,

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.03.18 18:38:32 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.03.19 13:52:51 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2891 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2891 will remain in place.

Contract #: 2026-0677

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/22/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Collett Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: Collett Mechanical - Primary Plumbing Renewal

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 23, 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,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with Collett Mechanical Services, Inc. as the primary vendor for Emergency Plumbing Repair services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1928 and includes amendment #2025-1843 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

TEXT FOR FAX COVER SHEET:

Your bid award for Bid # 2024-044, Trade Labor Agreements for Various Trade Labor for Various Albany County Departments, is due to expire on May 31, 2026; however, the original bid terms and conditions provided for an optional one-year renewal period through May 31, 2027. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid prices through May 31, 2027. Thank you for your prompt response.

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

RE: **BID # 2024-044**
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Collett Mechanical Service
REPRESENTATIVE: Joseph Collier
TELEPHONE # 518 857-6762
FAX #: _____
SIGNATURE: Jim Dani

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Primary Emergency Plumbing Repair

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with Collett Mechanical Services, Inc as the primary vendor for Emergency Plumbing Repair Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with Collett Mechanical Services, Inc, as the Primary Vendor for Emergency Plumbing Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND COLLETT MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING CONSTRUCTION SERVICES

CONTRACT NO. 2024-1928

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 Collett Mechanical Services, Inc., a New York corporation, with a principal place of business located at 138 Sicker Road, Latham, New York 12110 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide plumbing construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the plumbing construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

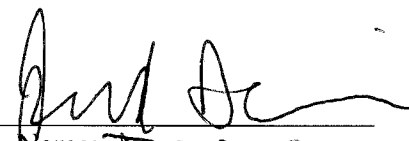
COUNTY OF ALBANY

DATED: 8/5/24

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

COLLETT MECHANICAL SERVICES, INC.

DATED: 07/22/2024

BY: 
Name: Joseph Collier
VP
Title:

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

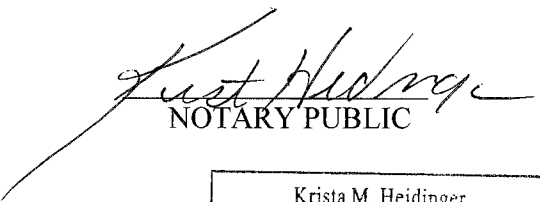
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF New York
COUNTY OF Albany) SS.:

On the 22 day of July, 2024, before me, the undersigned, personally appeared Joseph Collier personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

Krista M. Heidinger
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HE6346645
Qualified in Albany County
Commission Expires Aug 15, 2024

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2025-1843

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 COLLETT MECHANICAL, INC., with a principal office located at 20 Corporate Circle Albany, NY 12203 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **May 27, 2025**, the County entered into an agreement pursuant to Contract number **2025-2885** ("Agreement") with the Vendor for Emergency Plumbing Repair services., providing for an initial term of **June 1, 2025 through May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Kevin Farrell-
CFO

Digitally signed by Kevin Farrell-CFO
Date: 2026.01.27 21:29:47 GMT
Reason: Vendor Review/Signature
Location: Latham, NY 12110

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.01.30 20:44:41 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.02.03 21:05:47 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2885 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2885 will remain in place.

Contract #: 2026-0795

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/30/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Bpi Mechanical, Inc.

Estimated Amount: 200,000.00

Scope of Services: BPI Mechanical - Secondary Plumbing Services - Renewal

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 30, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with BPI Mechanical Services, Inc. as the secondary vender for Emergency Plumbing Repair services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00

Please do not hesitate to contact me if I can be of further assistance.

This is the final renewal of the original contract #2024-1934 and includes amendment #2026-0146 allowance increase from \$99,000.00 to \$200,000.00.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

Sbuttoni, Krista

From: Saville, Ashley
Sent: Thursday, April 30, 2026 11:43 AM
To: Sbuttoni, Krista; Stover, Thomas
Subject: FW: EXTERNAL Re: RFB-2024-044

See email chain below

Ashley Saville
Senior Specification Technician
Albany County Division of Purchasing
112 State Street, Room 820
Albany, NY 12207
tel 518.447.5545
fax 518.447.5588
ashley.saville@albanycountyny.gov
www.albanycountyny.gov



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From: Dan Keating <dank@BPIMechanicalService.com>
Sent: Monday, April 6, 2026 11:24 AM
To: Saville, Ashley <Ashley.Saville@albanycountyny.gov>
Subject: EXTERNAL Re: RFB-2024-044

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

Warning: Unusual sender <dank@bpimechanicalservice.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Yes, please send along anything that you need for signatures

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From: Saville, Ashley <Ashley.Saville@albanycountyny.gov>

Sent: Monday, April 6, 2026 11:22:05 AM

To: Dan Keating <dank@BPIMechanicalService.com>

Subject: RFB-2024-044

Good morning Dan.

I am reaching out to see if you would like to renew the contracts for Trade Labor Agreements, Primary Boiler, Secondary Plumbing and Secondary HVAC bids at the same rates.

The bid allows for 2 one year renewals and this would be the second renewal period.

The term would be June 1, 2026 through May 31, 2027. Please let me know.

Thank you, Dan.

Ashley Saville

Senior Specification Technician

Albany County Division of Purchasing

112 State Street, Room 820

Albany, NY 12207

tel 518.447.5545

fax 518.447.5588

ashley.saville@albanycountyny.gov

www.albanycountyny.gov



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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 30, 2026

Re: RFB #2024-044 - Secondary Emergency Plumbing Repair

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with BPI Mechanical Services, Inc as the secondary vendor for Emergency Plumbing Repair Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 30, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with BPI Mechanical Services, Inc, as the Secondary Vendor for Emergency Plumbing Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED PLUMBING CONSTRUCTION SERVICES

CONTRACT NO. 2024-1934

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and BPI Mechanical Services, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide plumbing construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the plumbing construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

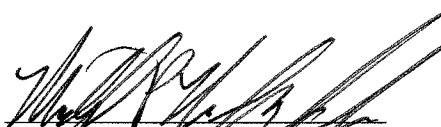
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

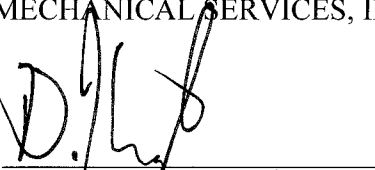
COUNTY OF ALBANY

DATED: 7/25/24

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

BPI MECHANICAL SERVICES, INC.

DATED: 7/16/24

BY: 
Name:
PRESIDENT
Title:

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

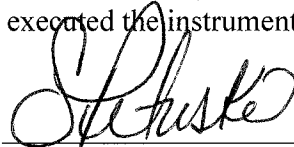
On the ____ day of _____, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 16th day of July, 2024, before me, the undersigned, personally appeared Daniel Keating personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2026-0146

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 BPI MECHANICAL, INC., with a principal office located at Po Box 336 Latham, NY 12110 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **May 30, 2025**, the County entered into an agreement pursuant to Contract number **2025-2890** ("Agreement") with the Vendor for Emergency Plumbing Repair services., providing for an initial term of **June 1, 2025 - May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **\$200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Keating Joshua-
Service Manager

Digitally signed by Keating Joshua-
Service Manager
Date: 2026.03.03 19:41:05 GMT
Reason: Vendor Review/Signature
Location: ,

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.03.18 18:55:47 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.03.19 13:49:46 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

1. Amendment to contract 2025-2890 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
2. All other terms of contract 2025-2890 will remain in place.

Contract #: 2026-0687

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 05/01/2026

Contact Person: [Krista Sbuttoni],[Thomas Stover]

Contact Phone: 518+447-5590,518-447-3020

Vendor Info: Cps Of Albany, Inc

Estimated Amount: 200,000.00

Scope of Services: CPS of Albany - Primary Masonry - Renew

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 23, 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,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with CPS of Albany as the primary vender for Emergency Masonry services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1926 and includes amendment #2025-1828 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns

Enclosure(s)

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

RE: BID # 2024-044
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: CPS of Albany, Inc
REPRESENTATIVE: Peter Hitchcock
TELEPHONE # 518-315-2813
FAX #:
SIGNATURE: 

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Primary Emergency Masonry Services

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with CPS of Albany, Inc as the primary vendor for Emergency Masonry Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with CPS of Albany, Inc, as the Primary Vendor for Emergency Masonry Services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED MASONRY CONSTRUCTION SERVICES

CONTRACT NO. 2024-1926

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 CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 10065 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide masonry construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid masonry construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

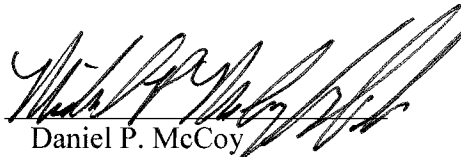
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/18/24

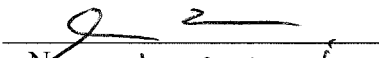
BY:


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

CPS OF ALBANY, INC.

DATED: 07/10/2024

BY:


Name: James M. L.

CPS of Albany, Inc
Title: Senior Safety Manager

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

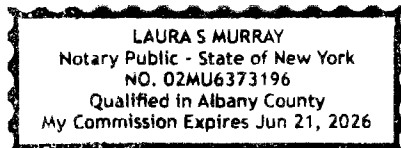
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 18th day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 10th day of July, 2024, before me, the undersigned, personally appeared James W. Mikula personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2025-1828

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 CPS OF ALBANY, INC, with a principal office located at 77 Central Avenue Albany, NY 12206 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **June 12, 2025**, the County entered into an agreement pursuant to Contract number 2025-2884 ("Agreement") with the Vendor for Emergency Masonry Repair services., providing for an initial term of **June 1, 2025 through May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **\$200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Hitchcock
Peter-President

Digitally signed by Hitchcock Peter-
President
Date: 2026.01.16 18:08:03 GMT
Reason: Vendor Review/Signature
Location: Albany, NY 12206

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.01.21 05:05:57 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.01.22 13:33:49 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2884 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2884 will remain in place.

Contract #: 2026-0690

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/23/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Debrino Caulking Associates

Estimated Amount: 200,000.00

Scope of Services: Debrino Caulking Assoc. - Secondary Masonry Renewal

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 26, 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,

Department of General Services respectfully requests the approval of renewing a Labor Agreement with DeBrino Caulking Associates, Inc. as the secondary vender for Emergency Masonry Repair services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1936 and includes amendment #2026-0149 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

TEXT FOR FAX COVER SHEET:

Your bid award for Bid # 2024-044, Trade Labor Agreements for Various Trade Labor for Various Albany County Departments, is due to expire on May 31, 2026; however, the original bid terms and conditions provided for an optional one-year renewal period through May 31, 2027. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid prices through May 31, 2027. Thank you for your prompt response.

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

RE: BID # 2024-044
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

DEBRINO Caulking Associates, Inc

REPRESENTATIVE:

Richard P. FARNAN Jr.

TELEPHONE #

518-732-7234

FAX #:

518-732-1306

SIGNATURE:

Richard P. Farnan

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Secondary Emergency Masonry Repair Services

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with DeBrino Caulking Associates, Inc as the secondary vendor for Emergency Masonry Repair Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with DeBrino Caulking Associates, Inc, as the Secondary Vendor for Emergency Masonry Repair services, in the amount not to exceed \$200,000.00.

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

RECEIVED

JUL 10 2024

DeBRINO CAULKING ASSOC.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND DEBRINO CAULKING ASSOCIATES, INC.
FOR HOURLY RATE BASED MASONRY CONSTRUCTION SERVICES

CONTRACT NO. 2024-1936

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and DeBrino Caulking Associates, Inc., a registered New York corporation, with a principal place of business located at 1304 Route 9, Castleton, New York 12033 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide masonry construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid masonry construction services as a secondary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, “extra work” or “additional work”) unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers’ standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor’s materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

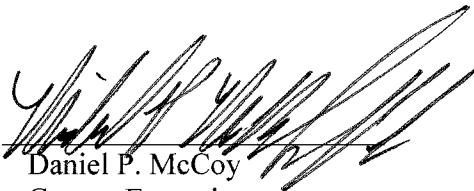
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/18/24

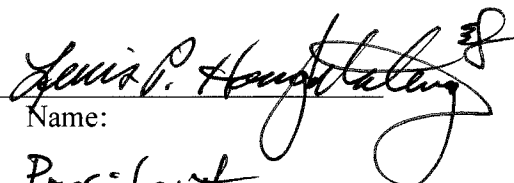
BY:


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

DEBRINO CAULKING ASSOCIATES, INC.

DATED: 7/10/24

BY:


Name:
President
Title:

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 18th day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969317
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 10 day of July, 2024, before me, the undersigned, personally appeared Lewis P Houghtaling 3rd personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

MICHELLE L GRENON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6408787
Qualified in Rensselaer County
My Commission Expires 9/14/2024

SCHEDULE A
INSURANCE COVERAGE

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

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2026-0149

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 DEBRINO CAULKING ASSOCIATES, with a principal office located at 1304 Route 9 Castleton, NY 12033 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **June 6, 2025**, the County entered into an agreement pursuant to Contract number **2025-2892** ("Agreement") with the Vendor for Masonry Repair Services., providing for an initial term of **June 1, 2025 - May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **\$200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

Schedule A

- 1) Amendment to contract 2025-2892 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2892 will remain in place.

Contract #: 2026-0686

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/23/2026

Contact Person: [Krista Sbuttoni],[Thomas Stover]

Contact Phone: 518+447-5590,518-447-3020

Vendor Info: Cps Of Albany, Inc

Estimated Amount: 200,000.00

Scope of Services: CPS of Albany - Primary Painting - Renew

Budget Line Item: 1620-4046

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 23, 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,

Department of General Services respectfully requests the approval of renewing the Labor Agreement with CPS of Albany, Inc. as the primary vender for Emergency Painting services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1925 and includes amendment #2025-1827 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

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

RE: BID # 2024-044
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: CPS of Albany, Inc
REPRESENTATIVE: Peter Hitchcock
TELEPHONE # 518-315-2813
FAX #:
SIGNATURE: 

PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Primary Emergency Painting Services

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with CPS of Albany, Inc as the primary vendor for Emergency Painting Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with CPS of Albany, Inc, as the Primary Vendor for Emergency Painting Repair services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED PAINTING CONSTRUCTION SERVICES

CONTRACT NO. 2024-1925

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 CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 10065 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide painting construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid painting construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the painting construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of

work performed under this agreement, the Contractor shall not charge the County prevailing wages for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due

to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

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

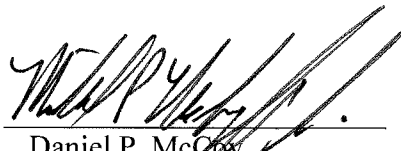
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/18/24

BY:


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

CPS OF ALBANY, INC.

DATED: 07/10/2024

BY:


Name: James M. McLaughlin

CPS of Albany, Inc
Title: Service safety manager

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 18th day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 10th day of July, 2024, before me, the undersigned, personally appeared James W Mikuta personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LAURA S MURRAY
Notary Public - State of New York
NO. 02MU6373196
Qualified in Albany County
My Commission Expires Jun 21, 2026

Laura S Murray
NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2025-1827

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 CPS OF ALBANY, INC, with a principal office located at 77 Central Avenue Albany, NY 12206 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **June 12, 2025**, the County entered into an agreement pursuant to Contract number 2025-2883 ("Agreement") with the Vendor for Emergency Painting Repair services , providing for an initial term of **June 1, 2025 through May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Hitchcock
Peter-President

Digitally signed by Hitchcock Peter-
President
Date: 2026.01.16 18:09:12 GMT
Reason: Vendor Review/Signature
Location: Albany, NY 12206

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.01.21 05:04:18 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.01.22 13:38:26 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2883 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2883 will remain in place.

Contract #: 2026-0692

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Building Services A1620

Date Submitted: 04/23/2026

Contact Person: [Thomas Stover],[Krista Sbuttoni]

Contact Phone: 518-447-3020,518+447-5590

Vendor Info: Cps Of Albany, Inc

Estimated Amount: 200,000.00

Scope of Services: CPS of Albany - Primary General Construction - Renewal

Budget Line Item: 1620-4046

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 26, 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,

Department of General Services respectfully requests the approval of renewing a Labor Agreement with CPS of Albany as the primary vender for Emergency General Construction services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.00.

This is the final renewal of the original contract #2024-1924 and includes amendment #2025-1824 allowance increase from \$99,000.00 to \$200,000.00.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:kns
Enclosure(s)

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

RE: BID # 2024-044
Trade Labor Agreements for Various Trade Labor

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2024-044 AND WILL HOLD
AWARDED BID PRICES THROUGH May 31, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

CPS of Albany, Inc

REPRESENTATIVE:

Peter Hitchcock

TELEPHONE #

518-318-2813

FAX #:

SIGNATURE:



PLEASE RETURN THIS FORM BY FAX or EMAIL
TO Ashley Saville @ Ashley.Saville@albanycountyny.gov or 518-447-5588.



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 17, 2026

Re: RFB #2024-044 - Primary Emergency General Construction Services

Pursuant to the terms of RFB-2024-044, I recommend renewing the Labor Agreement with CPS of Albany, Inc as the primary vendor for Emergency General Construction Services beginning June 1, 2026 through May 31, 2027 with a not to exceed total of \$200,000.

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

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
Department Head

FROM: Pamela O'Neill
Purchasing Agent

DATE: April 23, 2026

RE: RFB-2024-044
Trade Labor Agreement Renewals

I am in receipt of your recommendation to renew the Trade Labor Agreements with CPS of Albany, Inc, as the Primary Vendor for Emergency General Construction Services, in the amount not to exceed \$200,000.00.

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

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPS OF ALBANY, INC.
FOR HOURLY RATE BASED GENERAL CONSTRUCTION SERVICES

CONTRACT NO. 2024-1924

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 CPS of Albany, Inc., a New York corporation, with a principal place of business located at 77 Central Avenue, Albany, New York 10065 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 28, 2024 to provide general construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid general construction services as a primary contractor; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the masonry construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a]a.

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

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

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

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

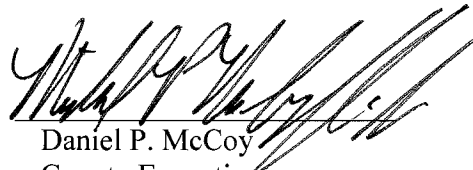
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

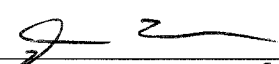
COUNTY OF ALBANY

DATED: 7/18/24

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

CPS OF ALBANY, INC.

DATED: 07/10/2024

BY: 
Name: James M. Kelly

CPS of Albany Inc
Title: Senior Safety Manager

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

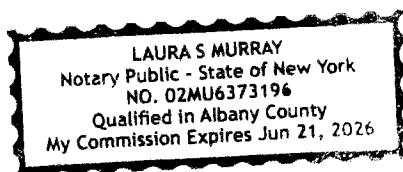
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 18th day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2021

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

On the 10th day of July, 2024, before me, the undersigned, personally appeared James W McKula personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Laura S Murray
NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

AMENDMENT AGREEMENT

Contract NO. 2025-1824

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 CPS OF ALBANY, INC, with a principal office located at 77 Central Avenue Albany, NY 12206 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on June 12, 2025, the County entered into an agreement pursuant to Contract number **2025-2882** ("Agreement") with the Vendor for the County desires to obtain services in connection with emergency electrical repair services, providing for an initial term of **June 1, 2025 through May 31, 2026**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Exhibit "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 200,000.00 as provided in Exhibit "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **\$200,000.00**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.

DIGITAL SIGNATURE PAGE

Hitchcock
Peter-President

Digitally signed by Hitchcock Peter-
President
Date: 2026.01.16 18:10:16 GMT
Reason: Vendor Review/Signature
Location: Albany, NY 12206

County Attorney-
County Attorney

Digitally signed by County Attorney-
County Attorney
Date: 2026.01.21 05:01:29 GMT
Reason: County Attorney Approval
Location: ,

McLaughlin Michael-
Deputy County
Executive

Digitally signed by McLaughlin
Michael-Deputy County Executive
Date: 2026.01.22 13:39:07 GMT
Reason: County Executive Signature
Location: Albany, NY 12207

Schedule A

- 1) Amendment to contract 2025-2882 increasing the not to exceed allowance from \$99,000.00 to \$200,000.00.
- 2) All other terms of contract 2025-2882 will remain in place.