

Request for Contract Approval	
Request ID #	5368
Contract #	5468
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	N) None
Department	A3110 - Sheriff
Date submitted	3/2/20
Contact person	Cox, John (Sheriff's Office)
Contact Phone	(518) 487-5887
Vendor	TYLER TECHNOLOGIES
Estimated Amount	\$35,000
Estimated Term	4/1/2020 THRU 3/31/2023
Scope of Services	ANNUAL SOFTWARE MAINTENANCE AND SUPPORT FOR THE SOFTWARE WE USE IN OUR CIVIL OFFICE
Budget Line Item	AA3110
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
020-23555	03/01/2020	1 of 1

Questions:
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com



Bill To: Albany County Sheriff's Office
Hon Craig D Apple
16 Eagle St Courthouse Rm 79
ALBANY, NY 12207

Ship To: Albany County Sheriff's Office
Hon Craig D Apple
16 Eagle St Courthouse Rm 79
ALBANY, NY 12207

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1007 - 11949 - 11949	100492		USD	NET30	03/31/2020

Date	Description	Units	Rate	Extended Price
Contract No.: ALBANY COU				
	CivilServe Annual Support	1	11,255.09	11,255.09
Maintenance: Start: 01/Apr/2020, End: 31/Mar/2021				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	11,255.09
Sales Tax	0.00
Invoice Total	11,255.09

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and Albany County through its Sheriff's Office Purchaser.

WHEREAS, Tyler and Purchaser have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, Purchaser has acquired a license to Tyler's Licensed Software.

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Purchaser can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to Purchaser, Purchaser may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that Purchaser documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting all clients in Purchaser's state and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of Purchaser's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchaser's remote location; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by Purchaser of the Licensed Software consistent with the license granted to Purchaser.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

1.18. Enterprise Custom Reporting means ability to create custom reports using Microsoft SQL Reporting Services and publish the reports to Odyssey. These published reports can be added to a menu so that users may run them or schedule them like any other Odyssey report.

1.19. Learning Management System means the ability to connect to a remote system and receive electronic recorded trainings regarding Odyssey software application.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. Purchaser must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Purchaser shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Purchaser shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, Purchaser-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which Purchaser requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other Purchaser Responsibilities. Purchaser shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the Purchaser is unable to establish and maintain an internal help desk, Purchaser may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to Purchaser's servers and data via a Tyler provided VPN connection or other mutually agreeable protocol, provided, however, that Purchaser acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software.

that is attributable to Purchaser's failure to implement and perform such procedures on a timely and regular basis; and

- (g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist Purchaser in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

3.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Purchaser with isolating the source of Licensed Software failure due to Client hardware or Third Party Software;

(b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c) providing Purchaser with recommendations on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.8. 24 X 7 Emergency Support. Tyler shall provide the Purchaser with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.9. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to Purchaser IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the Purchaser IT staff for server maintenance and configuration for the licensed software environment.

3.10. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to Purchaser and either the immediately preceding Version Release or all Version Releases released to Purchaser within the prior one (1) year, whichever is greater.

3.11. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation regulation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in Purchaser's state during such calendar year; to the extent additional programming services are required, such services shall be billed to Purchaser at Purchaser's contractual billing rates or at Tyler's then current hourly rates, if not contractual billing rates are in effect. Notwithstanding the foregoing, Purchaser shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide Purchaser with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to Purchaser. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in Purchaser's state with Legislative Change Support.

3.12. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, Purchaser may immediately escalate the issue to Purchaser's Project Manager or Designee and Tyler's Director of Client Services. Tyler and Purchaser will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If Purchaser's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, Purchaser may further escalate the issue to Purchaser's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

3.13. Enterprise Custom Reporting. License and Maintenance of Tyler's Odyssey Enterprise Custom Reporting will be included herein.

3.14. Learning Management System. Ability for end users to connect to remotely hosted system for the purpose of continued training and new hire on

ramps. Tyler will do commercially reasonable efforts to keep videos at current release level and within all areas of the application.

4. ADDITIONAL SUPPORT SERVICES

Purchaser may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Purchaser a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Purchaser and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify Purchaser of the occurrence of a new Version Release and shall provide Purchaser with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by Purchaser in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to Purchaser at no additional cost. Purchaser shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide Purchaser with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for Purchaser to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. Purchaser is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. Purchaser is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at Purchaser's expense. At the request of Purchaser, Tyler shall participate with Purchaser in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. Purchaser shall pay Tyler the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees"). Upon the first and second anniversaries of the Effective Date, the Annual Maintenance and Support Fee shall be increased by no less than 0% and no more than 5% annually.

7.2. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.3. Maintenance on Purchaser-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of Purchaser-Specific Customer Enhancements requested by Purchaser and (b) CO_2011

material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. Purchaser will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting Purchaser's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.4. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.2.

8.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. Purchaser may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by Purchaser during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by Purchaser for Cause. Purchaser may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, Purchaser shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which Purchaser is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and Purchaser shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then Purchaser may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by Purchaser under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute

that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

IN WITNESS WHEREOF, the parties have caused this M&S Agreement to be executed by a duly authorized officer or representative to be effective as of the date set forth on Schedule 1 hereto.

TYLER TECHNOLOGIES, INC.

Albany County, NY (the "PURCHASER")

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Maintenance and Support Services Agreement

Schedule 1

Effective Date: 4/1/2020

Maintenance & Support			
Software	4/1/2020 - 3/31/2021	4/1/2021 - 3/31/2022	4/1/2022 - 3/31/2023
CivilServe Annual Support	\$11,255.09	\$11,592.74	\$11,940.52
Totals			
Total Annual M&S (M&S Fees due annually in advance)	\$11,255.09	\$11,592.74	\$11,940.52

Total 34,788.35

Request for Contract Approval	
Request ID #	5369
Contract #	5469
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A3110 - Sheriff
Date submitted	3/2/20
Contact person	Wood, Dennis
Contact Phone	(518) 655-7848
Vendor	SIV AMBULANCES
Estimated Amount	\$63,500
Estimated Term	1/1/20 - 12/31/20
Scope of Services	THE SHERIFF'S DEPT. IS LOOKING TO PURCHASE A USED AMBULANCE
Budget Line Item	AA3110
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

Andrew Joyce, Chairman
Albany County Legislature



A M B U L A N C E S

2400 Big Oak Rd
Langhorne PA 19047
Phone: 215-970-5007

INVOICE

DATE:
Invoice #

1/24/2020

2934

BILL TO

Albany County Sheriffs Office
16 Eagle St
Albany NY 12207

DESCRIPTION	AMOUNT
Stock #353 2015 Ford E450 McCoy Miller Remounted Ambulance VIN #1FDWE3FS7FDA33385	60,000.00
Note: Customer is aware that vehicle was previously an RV which was involved in an accident. The RV body alone and not the chassis was damaged. The RV body was removed and the chassis was converted to accept a McCoy Miller Ambulance body. The vehicle was completed and a reconstructed title was issued for the ambulance and the body type was changed to "Amb" by Pennsylvania State DMV	

Subtotal	\$ 60,000.00
Tax 6%	
TOTAL Due	\$ 60,000.00

A M B U L A N C E S

2400 Big Oak Rd
Langhorne PA 19047
Phone: 215-970-5007

INVOICE

DATE:
Invoice #

1/29/2020

2935

BILL TO

Albany County Sheriffs Office
16 Eagle St
Albany NY 12207

DESCRIPTION	AMOUNT
Install Decals for Stock #353	3,500.00
Black to be Non Reflective	
White Around Edge of Half Stars of Life to be Reflective	
White Inside Half Stars of Life to be Reflective	
"Ambulance" On Hood, Sides, and Back to be Reflective	

Subtotal	\$ 3,500.00
Tax 6%	
TOTAL Due	\$ 3,500.00



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

KERRY B. THOMPSON
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

MEMORANDUM

TO: Karen Storm
Purchasing Agent

FROM: Lee Bormann
Chief Deputy

DATE: March 2, 2020

RE: RFB #2020-029-R
Purchase of Used Ambulance

I have reviewed the responses to RFB #2020-029-R. At this time my recommendation is to award the aforementioned Request for Bids to SIV Ambulance in the amount of \$63,500.00. Our recommendation is based on the fact that SIV Ambulance is the only and lowest responsive and responsible bidder that meets the bid requirements.

Purchase of Used Ambulance	
Albany County Sheriff's Office	
RFB#2020-029-R	
	SIV Ambulance
Used Ambulance, 2015 or newer, E450 or equivalent	\$ 63,500.00
Mileage	29,683
	Quoting a 2015 Ford E450

Request for Contract Approval	
Request ID #	5318
Contract #	5418
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A1450 - Board of Elections
Date submitted	2/4/20
Contact person	Bledi, Rachel
Contact Phone	518-487-5070
Vendor	NTS Data Services
Estimated Amount	\$96,896
Estimated Term	1 year
Scope of Services	The Albany County Board of Elections is seeking renewal of its maintenance agreement with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the TEAM voter registration, WorkFlow, Sign-It! signature digitization, full document imaging and PACETS election management applications currently installed in the Board of Elections. It also prints our April countywide mail check card and poll books. NTS is the only company that can practically and legally maintain the software and supplies these systems to forty-nine other counties in New York State. The cost of the agreement is \$96,896
Budget Line Item	Account Code
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



ALBANY COUNTY
BOARD OF ELECTIONS

Commissioners of Elections:

Rachel Bledi, Republican Commissioner

Matthew J. Clyne, Democratic Commissioner

260 S. Pearl St., Albany, NY 12202 • (518) 487-5060 • www.albanycounty.com/vote

MEMO

TO: The Contract Administration Board

FROM: Rachel Bledi, Board of Elections Commissioner *RB*
Matthew J. Clyne, Board of Elections Commissioner *MJC*

CC: Dave Reilly, Deputy Commissioner, Department of Management and Budget

RE: 2020 NTS Data Services Contract

DATE: 02/04/2020

Please be advised that the Albany County Board of Elections is seeking renewal of its maintenance agreement with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the TEAM voter registration, WorkFlow, Sign-It! signature digitization, full document imaging and PACETS election management applications currently installed in the Board of Elections. It also prints our April countywide mail check card and poll books. NTS is the only company that can practically and legally maintain the software and supplies these systems to forty-nine other counties in New York State. The cost of the agreement is \$96,896

Annexed hereto is the copy of the quote from the vendor. If you have any questions, please feel free to contact us.



2079 Sawyer Drive
Niagara Falls, NY 14304
800-458-3820
ntsdata.com

November 21, 2019

Commissioner Matthew J. Clyne
Commissioner Rachel L. Bledi
Albany County Board of Elections
32 North Russell Rd
Albany, NY 12206

Dear Commissioners:

This letter has essential information related to your budgeting needs for 2020. Please review this carefully and contact me with any questions or concerns.

Impacts of Election Reform Legislation Enacted in 2019

Legislation passed in 2019 has had a major impact on the conduct of elections in New York:

- Moving Primary to June
- Implementation of early voting for this October
- Allowing for the use of electronic poll books
- Pre-registration of 16 and 17-year-olds
- Universal transfer of registrations
- Online voter registration

Each of the above requires changes to how you operate your Board, and NTS is working hard to ensure that you are ready to meet these challenges. Throughout this letter, I will address how NTS is prepared to assist you in meeting the new requirements.

Functionality Provided in Suite

The investment you have made to upgrade workstations, monitors, servers, etc. has enabled you to move to NTS' Suite platform. Suite is where all the changes necessary to comply with the new legislation will be contained.

This includes:

- Ability to export voter registration data and signatures to setup electronic poll books.
- Functionality to import voter history from any electronic poll book after each day of early voting as well as election day itself.
- The Suite now provides the ability to electronically process DMV Change of Address forms, saving freeing staff to work on the many other issues facing the Board. On behalf

of Boards, we have requested that DMV provide the required transmittal form in the electronic file. DMV has stated that this will be available in September and Suite is set up to receive it as soon as it is provided.

- Although not fun to talk about, NTS has also been investing time in cyber security - further securing your voter registration system, a constant necessity when confronting growing threats.

Communicating with Voters

For 2020, NTS is offering options for mail check as well as an optional information mailer to voters.

Mail Check - (8.5 x 6" Standard Card Size)

The Standard Card is what you used this year and is designed to:

- ✓ Stand out and be more recognizable to your voters
- ✓ Offer larger text and be easier for the recipient to read and extract critical information
- ✓ Provide the voter with helpful information, such as party affiliation jurisdictional data and early voting dates
- ✓ Allow for more customization based on your needs

This 8.5 x 6-inch version of our Mail Check Card is available in both an English and Bi-Lingual format.

The cost for the Standard Card in 2020 in both the English and optional Bi-Lingual format will be included in the new contract - exclusive of postage.

Postal Considerations

In 2020 NTS will offer two postal methods for mailing your mail check card, each with pros and cons.

Non-Profit – while the cheapest to mail in terms of postage, returns to the Board are charged at a first-class rate, and the USPS does not guarantee any service expectations. While this has been a huge benefit for most counties, some Boards have experienced lengthy and unacceptable delays in delivery.

Presorted First Class – the postage cost is the highest on this classification; however, returns are included at no additional cost, and while the USPS does not guarantee delivery time, it is usually 2 to 3 days for most Boards.

Please call Mark Rossman for current USPS postal rates and to discuss which mailing method may be right for you.

Information Mailer - *New*

During the transition from the old lever voting machines to the present Optical Scanners, NTS worked with various County Boards to develop and mail a trifold single-color brochure designed to inform voters of the changes that would lie ahead. This proved to be an effective method of explaining significant changes to the voting public.

To assist counties that may wish to do a notification to voters regarding early vote dates leading up to the November Election this year, NTS will again offer a tri-fold mailer that will inform your voters on the dates, times and locations of their early vote sites for the November Election.

The cost of this Information Mailer is \$.40 per piece, and when mailed at the Non-Profit rate will provide a significant postal saving to the Board. Remember, unlike mail check cards that need to be returned to the Board, an information brochure does not. As such the Board will only pay the mailing cost of between \$.135 - \$.145 per brochure and not the return charge usually associated with the nonprofit mailing of a mail check card. This may make the mailing more cost justifiable with a greatly reduced postage rate.

**** Note:** Postage Rates may vary at the time of mailing based on USPS postal requirements and possible postal increases. ******

Please note that for 2020, as there is time to plan for it, NTS will be happy to help Boards that have a need to process part bilingual and part English for mail check.

Potential Hardware and Software Upgrades

As you have been upgraded to Suite, all your hardware meets minimum requirements. As always, please consult your IT Department for specific guidance. Of particular importance is ensuring that the board is fully backed up (including all NTS products, data, and images). Also, with the focused attention on cybersecurity, you should ensure that all of your telecommunications hardware is up to date and protected and that you have sufficient firewall and antivirus hardware and/or software in place.

Note: Before the purchase of any hardware or operating software (workstation, server, and database system), please obtain NTS' advice and approval to avoid any compatibility issues. Time spent trying to resolve problems involving equipment and operating system software not pre-approved by NTS will be billable.

Current Maintenance, Support and Services Under Existing Contracts

As of today, there is a single agreement involving payments to NTS.

The agreement covers maintenance and support on the TEAM/Suite Voter Registration, PACETS and IMS, TEAM-PPL and ScanFlow for the period January 1, 2019 through December 31, 2019. A payment in the amount of \$108,306.00 was due on January 15, 2019 and has been

paid. This agreement also includes poll book and mail check printing services for the June primary and November general elections through 2019.

Ongoing Maintenance and Support

The cost for continued support and maintenance for TEAM/Suite Voter Registration, PACETS and IMS, TEAM-PPL and ScanFlow services as well as enlarged mail check services for the period of January 1, 2020 to December 31, 2020 is \$96,896.00 payable on January 15, 2020.

Summary

The estimates in this letter are based on information NTS has as of this date. Getting you accurate information this far in advance is challenging given the speed with which change has been occurring. An unforeseen aspect could be uncovered, and thus, numbers may change.

The following is a summary of the information presented in this letter:

New Contracts needed for 2020

Due Date	Description	Amount
01/15/2020	TEAM/Suite Voter Registration, PACETS and IMS systems, TEAM PPL, ScanFlow and Mail Check Services	
	2020 Payment	\$96,896.00

Additional Budget Considerations for 2020

Due Date	Description	Amount
2020	Hardware and Software Upgrades	As determined by BOE and County IT
2020	Optional Information Mailer to Voters – exclusive of postage	\$.40 per mailer

Again, if you have any questions about the information presented in this letter, please call me at 800-458-3820 Ext 202 and I will be happy to answer them.

Sincerely,



Samantha Smith
Project Manager



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE
BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

NTS Data Services LLC
2079 Sawyer Drive
Niagara Falls, NY 14304

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1b. Business Telephone Number of Insured

716-691-4455

1c. Federal Employer Identification Number of Insured or Social Security Number

16-1580300

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

ALBANY COUNTY BOARD OF ELECTIONS
32 NORTH RUSSELL ROAD
ALBANY, NY 12206

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":

00937226-0107

3c. Policy effective period:

07/01/2019 to 07/01/2020

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed: 07/02/2019

By: Raymond J. Marra Raymond J. Marra
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.
If Box "4b, 4c or 5b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form coverage indicated on this certificate. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



NTSDA-1

OP ID: CW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2019

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 United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228		716-632-6118		CONTACT NAME: Carol Wirth	
				PHONE (A/C, No, Ext): 716-632-6118	FAX (A/C, No): 716-631-5045
				E-MAIL ADDRESS: cwirth@uiai.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Hartford Casualty Ins.	
				INSURER B: Citizens Ins Co of America	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	
INSURED NTS Data Services, LLC NTS Data Services, Inc. 2079 Sawyer Drive Niagara Falls, NY 14304-2962				NAIC # 29424 31534	

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		OBSA344579-06	08/14/2019	08/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Emp Ben. \$ 1,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			OBSA344579-06	08/14/2019	08/14/2020	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			OBSA344579-06	08/14/2019	08/14/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☐ 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	01WBCLX1137	08/14/2019	08/14/2020	☒ 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

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

Certificate holder is an Additional Insured under the General Liability policy to the extent of the written contract, not to exceed the limits shown above.

CERTIFICATE HOLDER

CANCELLATION

ALBANYT Albany County Board of Elections 32 North Russell Road Albany, NY 12206	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 <i>Edward C. Kelly Jr.</i>
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**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) NTS Data Services, LLC NTS Data Services, Inc. 2079 Sawyer Drive Niagara Falls NY 14304 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 1-800-458-3820 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1580300 16-1479711
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Albany County Board of Elections 32 North Russell Road Albany NY 12206	3a. Name of Insurance Carrier Hartford Casualty Insurance Co. 3b. Policy Number of entity listed in box "1a" 01 WBC LX1137 3c. Policy effective period 8-14-19 to 8-14-20 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward C. Gelia, Jr.

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Edward C. Gelia Jr.

(Signature)

9/18/19

(Date)

Title: Executive Vice-President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-632-6118

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



When performance counts...

June 28, 2018

Commissioner Matthew J. Clyne
Commissioner Rachel L. Bledi
Albany County Board of Elections
32 North Russell Rd
Albany, NY 12206

Dear Commissioners:

NTS Data Services, LLC is the developer and sole point of support and maintenance for the TEAM voter registration, WorkFlow, Sign-It! signature digitization, full document imaging and PACETS election management applications currently installed in the Board of Elections. As NTS is the only company that can practically and legally maintain the software, this would be a sole source situation. NTS supplies these systems to forty-nine other counties in New York State and is the only company providing voter registration software and services that is locally based – in Niagara Falls.

NTS systems have been certified by the State Board of Elections to be in compliance with the interface requirements of the NYSVoter statewide voter registration system and your Board uses this functionality to communicate back and forth with NYSVoter on a real time basis. In addition, NTS continually maintains and upgrades functionality in our software modules and new releases are included in the renewal contract at no additional cost, this includes the past MOVE compliance release for TEAM as well as the upcoming installation of the new NTS Suite product for voter registration.

In regard to the mail check service that we provide, to the best of my knowledge no other company can provide the following benefits, or offer the same level of expertise with regard to mail check production services, as NTS Data Services, LLC.

The NTS Mail Check Service is unique from a number of perspectives including:

- NTS is the only experienced company in New York State providing full mail check processing services to over 40 counties within New York.
- NTS developed the present voter registration system, TEAM, currently in place at the Board of Elections and can ensure all required data necessary to generate mail check cards will be downloaded without error and in a timely manner. In addition, should there be a problem in generating the file; NTS staff will be there to assist you without the need for third party involvement.

2079 Sawyer Drive • Niagara Falls, NY 14304
(800) 458-3820
www.ntsdata.com

- NTS uses drop ship of the mail check cards and works with the Board's nonprofit indicia. Together this helps greatly reduce the postage costs for the annual mail check.
- NTS developed the format of the mail check card that has been approved by the New York State Board of Elections containing all State required data elements. This is the card and format currently in use by the Albany County Board of Elections.
- NTS is a single source provider of mail check service and will assist the Board with all aspects of the mail check process, from downloading the mail check file for processing to actually printing the cards and mailing them. NTS has a proven record of accomplishment by ensuring mandatory New York State mailing dates are met and we have never missed a drop date, no matter how tight the mailing window.
- NTS has over 20 years' experience in supplying New York County Boards of Elections with the proposed service and processed over 2 million cards this year. Albany County Board of Election staff has many years of experience working with NTS utilizing the present Mail Check Service starting each year with the NCOA process used in the Statewide voter registration database, NYSVoter.
- NTS is not a typical forms printer; rather we are an elections software and services provider. NTS personnel are fully trained election specialists, possessing total familiarity with New York State Election Law as it relates to the State mandated mail check process.
- At the end of the mail check cycle, NTS will be there to assist the Board should a problem arise in the voter capture of returned cards, generation of labels necessary for the second mailing or the eventual update of voter address data.
- As part of the service we provide, each year NTS provides an error and exception report to help clean up your address file. NTS fully understands the benefit of providing counties with various error and exception reports and began doing so several years ago. These reports have been extremely useful in providing our customers with:
 - A clean file for Board and candidate mailings which translates into fewer returned items.
 - Ensuring the integrity of the street file within the Board's voter registration system.

In regard to poll book printing, as no other company in the State of New York has experience producing poll books, one of two scenarios would have to take place:

1. You would have to print, bind and QC your own poll books, or
2. Outsource them to a printer with little or no experience in the election industry, keeping in mind that production of poll books is a very specialized process and includes separate books for each party in primaries, splits for large districts and consolidations that change for every election.

As our past history has demonstrated, Albany County has the comfort in knowing that this critical element of your election process is handled by experienced NTS personnel who are familiar with requirements set forth by the Albany County Board of Elections and the New York State Board of Elections. Last year NTS printed poll books containing over 12 million signatures. This is not a hit or miss operation but a key aspect of our business. We know the critical importance of our service to our customers and have built an infrastructure that troubleshoots and delivers.

I hope the above helps to clarify the issues related to the renewal contract. Should you or anyone else in the County have any questions, please feel free to contact me at 800-458-3820 x 101.

Sincerely,

A handwritten signature in blue ink, appearing to read "John F. Jennings".

John F. Jennings
Vice President

Request for Contract Approval	
Request ID #	5333
Contract #	5433
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	G8130 - Sewage Treatment
Date submitted	2/18/20
Contact person	Gaudio, Angelo
Contact Phone	518 447-1611
Vendor	Emergency Power Systems
Estimated Amount	\$55,000
Estimated Term	5 years
Scope of Services	Preventative maintenance & emergency service for generators to emergency power systems
Budget Line Item	GG8130
Fiscal Impact	County 0.00%
	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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO
EXECUTIVE DIRECTOR

March 1, 2020

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

Dear

**Re: Contract Request for Emergency Power System
Contract #5433**

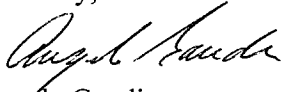
Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) in response to RFB #2020-011 is requesting authorization to enter into a five (5) service contract with Emergency Power System for a not to exceed value of \$55,000 for the five (5) contract term. Emergency Power System was the lowest responsible bidder of the two bids received.

The contract will be structured to provide preventative annual maintenance for the District's five emergency generators at an annual cost of \$9,350 or \$46,750 over the five year contract term. The balance of the contract fee (\$8,250) will be used as an allowance for miscellaneous generator repairs during the contract term.

If have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio
Executive Director

Enc.

Cc: Lucas Rogers, Policy Analyst
Sarah Cantwell, Budget Analyst



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO
EXECUTIVE DIRECTOR

MEMORANDUM

To: Karen Storm, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2020-011 Preventative Maintenance & Emergency Service for Generators

Date: February 13, 2020

The Water Purification District recommends award of RFB-2020-011 Preventative Maintenance & Emergency Service for Generators to Emergency Power Systems for a total not to exceed amount of \$55,000.00. The five (5) year preventative maintenance amount of \$46,750.00 plus and additional \$8,250.00 emergency service allowance.

If you have any questions, please feel free to contact me at 447-1617.

Enc.



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

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Water Purification

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: February 18, 2020

RE: RFB # 2020-011

I am in receipt of your recommendation to award the aforementioned Request for Bids/ Proposals to Emergency Power Systems for a total not to exceed amount of \$55,000.00.

As Emergency Power Systems is the low responsive and responsible bidder, I concur with your recommendation.

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

RFB-2020-011 Tabulation

Bidder	<u>Emergency Power Systems</u>				
Location/Site	Year 1	Year 2	Year 3	Year 4	Year 5
North Plant	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
1 Canal Road South					
Albany NY 12204					
Caterpillar #1					
North Plant	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
1 Canal Road South					
Albany NY 12204					
Caterpillar #2					
North Plant	\$725.00	\$725.00	\$725.00	\$725.00	\$725.00
1 Canal Road South					
Albany NY 12204					
Cummins					
North Plant	\$725.00	\$725.00	\$725.00	\$725.00	\$725.00
1 Canal Road South					
Albany NY 12204					
Generac					
South Plant	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00
1 Canal Road South					
Albany NY 12204					
Caterpillar					
	\$9,350	\$9,350	\$9,350	\$9,350	\$9,350

Weekday Regular

hours \$133.00

TOTAL: \$46,750

Weekend after hours

\$199.50

Saturday Hours

\$199.50

Sunday Hours

\$266.00

Holiday Hours

\$266.00

\$8,250 allowance for
\$55,000 emergency call in's

RFB-2020-011 Tabulation

Bidder	<u>FM Generator</u>				
Location/Site	Year 1	Year 2	Year 3	Year 4	Year 5
North Plant	\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00
1 Canal Road South					
Albany NY 12204					
Caterpillar #1					
North Plant	\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00	\$4,250.00
1 Canal Road South					
Albany NY 12204					
Caterpillar #2					
North Plant	\$975.00	\$975.00	\$975.00	\$975.00	\$975.00
1 Canal Road South					
Albany NY 12204					
Cummins					
North Plant	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00
1 Canal Road South					
Albany NY 12204					
Generac					
South Plant	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
1 Canal Road South					
Albany NY 12204					
Caterpillar					
	\$16,025	\$16,025	\$16,025	\$16,025	\$16,025

Weekday Regular

hours

\$120.00

TOTAL: \$80,125.00Weekend after hours

\$180.00

Saturday Hours

\$180.00

Sunday Hours

\$180.00

Holiday Hours

\$180.00

Request for Contract Approval	
Request ID #	5340
Contract #	5440
Contract Type	B) CAB Contracts
Contract Action	B) Amendment
Contract Action Type	
Department	A4010 - Health
Date submitted	2/21/20
Contact person	Witherspoon, Shanna
Contact Phone	518-447-4584
Vendor	Dr. Richard Gullott
Estimated Amount	\$99,999
Estimated Term	1/2017 - 12/31/2019
Scope of Services	Amend contract amount to \$99,999 in order to pay bill for services rendered from April 2019 - December 2019. Current contract is for \$70,000. This invoice will exceed the total contract price.
Budget Line Item	AA4010
Fiscal Impact	County 64.00%
	State 36.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved.

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Andrew Joyce, Chairman, County Legislature

FROM: Elizabeth F. Whalen MD, MPH, Commissioner of Health

DATE: March 2, 2020

RE: Dr. Richard Gullott #5440

Albany County DOH is requesting to amend contract 3310/2016 to amount not to exceed \$99,999, in order to pay invoice for services rendered from April 2019 - December 2019. The current contract is for \$70,000. This invoice will exceed the total contract price. Dr. Gullott has been providing pulmonology services to the Health Department since 2007.

Dr. Gullott provides interpretation of chest x-rays for tuberculosis evaluation, orders treatment and tests related to tuberculosis as needed, indicates instructions for treatment follow-up to patients and clinic staff and provides patient education.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.

Richard F. Gullott, M.D, PC

Richard F. Gullott, M.D, FACP, FCCP

83 Baldwin Rd.
Schenectady, New York, 12304
(518) 229-3339
Diseases of the Chest and Lungs

Kathleen DeThomasis, RN, BS
Supervising Public Health Nurse
Albany County Department of Health
175 Green Street
Albany, NY 12202

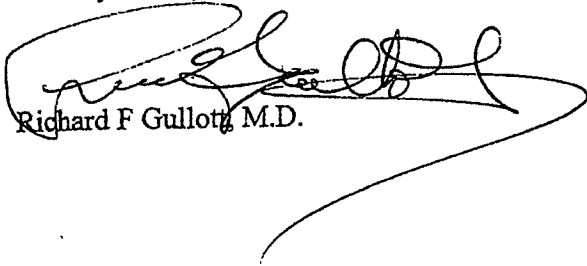
Date: Jan 22, 2020

Please find enclosed by attachment, the submitted quarterly billing statement for services rendered to Albany County Public Health Department by Richard F Gullott M.D., through the Tuberculosis Clinic at 175 Green St. reflecting the conditions of the contract.

This bill includes the dates of Aug 16, 2019 through December 31-2019

Thank you for your time and consideration.

*(Correct Bill For 4-25-19 Added)


Richard F Gullott, M.D.

CLAIM FORM

TAX EXEMPT

TAX ID. NO. > 14-6002563

SOLD TO **COUNTY OF ALBANY,**
NEW YORK

CLAIMANT Richard F. Gullotti MD

ADDRESS 83 Baldwin Rd.

Schenectady, NY 12302

OFFICE OR DEPARTMENT

CODE

44010.4046.44320

DATE PAID

CHECK NO.

SIGNED:

AUDITOR

LEAVE THESE SPACES BLANK

RECEIVED FOR AUDIT

AMOUNT

\$

ORDER

EXTENSIONS

CLAIM APPROVED THIS DATE

20

FOR \$

P.O. NO.

QUANTITY

DESCRIPTION OF ITEMS OR WORK PERFORMED

UNIT PRICE

AMOUNT

LIST INVOICE OR SALES SLIP NUMBERS IF AVAILABLE

88.25

Hours

Pulmonary Consultations
ACCOH T.B. Clinic

115/HR

10,148.75

(see
Audit
sheets)

INV 51634
DATE 1-22-20

Claims must be rendered in DUPLICATE to head of department for which services or materials are furnished.

TOTAL

\$10,148.75

CERTIFICATE OF CLAIMANT

I, Richard F. Gullotti MD

(Print or type name of person certifying, whether claimant, member of firm, or officer of corporation)

do hereby certify

that I am Richard F. Gullotti MD, president (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 as stated herein; that no Federal or State taxes for which the County is exempt are included in the purchase price. Certified true and correct.

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. Tax ID. No. or your Social Security No. in the space provided.

FEDERAL TAX IDENTIFICATION
NO. OR SOCIAL SECURITY NO. >

141623222

CERTIFICATE OF APPROVAL BY DEPARTMENT HEAD OR OFFICER THROUGH WHOM CLAIM ORIGINATED

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 of 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.

Dated 2-20, 2020

48954

Richard F. Gullotti MD
CLAIMANT

Dated Jan 22, 2020

Head of Department

CLAIM NO.

Richard F. Gullott, MD PC
83 Baldwin Rd.
Schenectady, NY 12302

2019 Dr. Gullott

DATE	HOURS		HRS	SIGNATURE
	FROM	TO		
4/25	12:30	4:00	3.5	
8/19	10AM	3:30	5.5	
8/26	10A	3:30	5.5	
9/5	12:30	4pm	3.5	
9/19	10A	3:30	5.5	
9/19	12:30	4 PM	3.5	
9/23	10A	3:30	5.5	
9/30	9:30	3:30	6.0	
10-17	12:30	4 PM	3.5	
10-21	10A	3:30	5.5	
10-28	10A	3:45	5.75	
REMARKS:				

14.5
24
14.75

Richard F. Gullott, MD PC
83 Baldwin Rd.
Schenectady, NY. 12302

2019 Dr. Gullott (CONT)

DATE	HOURS		HRS	SIGNATURE
	FROM	TO		
11-7	12pm	5pm	5.00	
11-18	10A	3:45	5.75	
11-25	10A	3:30	5.50	
12-5	12:30	4:15	3.75	
12-16	10A	3:30	5.5	
12-19	12p	4pm	4.0	
12-23	10A	3:30	5.5	
REMARKS:				

Total Hours - 88.25
(2 pages)



03/02/2020 09:46
witherspoon

COUNTY OF ALBANY
CHECKS BROWSE

P 1
apvdrmnt

Cash Account	Check #	Check Date	Warrant	Clr	Cleared Da	Amount	Void	Comments
A 00200	3079101	12/04/2019	12/04/19	N		12,420.00		
A 00200	3069604	07/02/2019	07/03/19	N		8,941.25		
A 00200	3064676	03/06/2019	03/06/19	N		9,027.50		
A 00200	3060842	11/28/2018	11/28/18	Y	12/17/2018	7,561.25		
A 00200	3054279	08/08/2018	08082018	Y	09/05/2018	8,768.75		
A 00200	3046412	02/14/2018	02/14/18	Y	03/14/2018	10,321.25		
A 00200	3041270	11/08/2017	11/08/17	Y	12/11/2017	11,873.75		
A 00200	3034733	06/21/2017	06/21/17	Y	07/12/2017	10,436.25		
A 00200	3028195	01/25/2017	01/25/17	N		9,185.00		

Vendor 13843 GULLOTT RICHARD has 9 Checks for: 88,535.00

** END OF REPORT - Generated by witherspoon, shanna **

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND RICHARD F. GULLOTT, M.D.

Contract No. 3310 of 2016

This is an Agreement made by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereafter referred to as the "County") acting on behalf of the Albany County Health Department (hereafter referred to as "Health"), and Richard F. Gullott, M.D., 83 Baldwin Road, Schenectady, New York 12302 (hereafter referred to as "Contractor"). Health, County and Contractor may each be referred to individually as the "Party" or together as the "Parties" as appropriate.

WITNESSETH:

WHEREAS, the County requires physician services relative to the tuberculosis control program;
and

WHEREAS, the Contractor has the ability to provide the services required and has submitted an accepted proposal for such 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. SCOPE OF SERVICES

1.1 Contractor shall execute to entire work described in this contract which includes, but is not limited to:

- Interpreting chest x-rays for tuberculosis evaluation, diagnosis, and treatment;
- Evaluating and treating tuberculosis conditions
- Reviewing patient charts and chest x-rays,
- Ordering treatment and tests related to tuberculosis as needed.
- Indicating instructions for treatment follow-up to patient and to clinic staff;

- Providing patient education
- Providing consultation for mid-level providers on tuberculosis conditions,
- Maintaining certification to perform cardiopulmonary resuscitation (BLS)

1.2. All sessions shall be conducted in accordance with a schedule to be mutually agreed upon between the Parties.

1.3 The quality of service by Contractor shall be subject to the inspection and evaluation by Health, or designee.

ARTICLE 2. CONSIDERATION AND PAYMENT

2.1 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 SEVENTY THOUSAND AND 00/100 (\$70,000.00) DOLLARS (US CURRENCY) payable for sessions of three (3) hours minimum at a rate of ONE HUNDRED FIFTEEN and 00/100 DOLLARS (\$115.00) per hour or THREE HUNDRED FORTY-FIVE AND 00/100 (\$345.00) DOLLARS per session, or as may otherwise be determined by the Parties in accordance with County procedures, as full compensation for all services rendered under this Agreement.

2.2 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, approved by HEALTH, detailing services rendered, including dates and types of services, to the Director of the HEALTH or designee. Upon acceptance after review as to form and content by the County, Contractor's claim form shall be submitted to the Albany County Comptroller for payment.

ARTICLE 3. TERM,

The term of this agreement shall commence on January 1, 2017, and shall continue in effect through the close of business on December 31, 2019. .

ARTICLE 4. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by Contractor. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the

County upon reasonable request and shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 5. OWNERSHIP OF MATERIALS

All records, forms, reports, statistics and materials created or maintained by Contractor shall be and remain property of Contractor subject to all pertinent confidentiality provisions of law and regulation.

ARTICLE 6. RELATIONSHIP

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 7. AVAILABLE DATA

The Parties shall, without expense to each other, share all technical or other data relative to the work of this Agreement upon reasonable authorized request.

ARTICLE 8. 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 9. NON-APPROPRIATION

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 10. 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 or employees, to the extent of its or their responsibility for such~~ claims, damages, losses or expenses.

ARTICLE 11. 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 12. INVALID PROVISIONS

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 13. LICENSES

Contractor, its employees and agents, if any, shall at all times obtain and maintain all licenses and certifications required by New York State or other relevant regulating authority to perform the services required under this Agreement, if any.

ARTICLE 14. MODIFICATION

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

ARTICLE 15. APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of New York State. The designated venue shall be Albany, New York.

ARTICLE 16. NOTICE

All notices and documents required to be given or made pursuant to this Agreement shall be given or made by certified mail/return receipt requested to:

Contractor

Richard F. Gullott, M.D.

83 Baldwin Road

Schenectady, New York 123202

County

Dr. Elizabeth Whalen

112 State Street, Room 1118

Albany, New York 12207

ARTICLE 17. INSURANCE

Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and the amounts provided in Schedule A attached hereto and made a part hereof. Contractor shall provide thirty (30) days' written notice to the County of any insurance policy cancellation or change.

ARTICLE 18. CONFIDENTIALITY

Contractor shall maintain the confidentiality of all victim information and any information which could be considered confidential or propriety including protected health information. This excludes records and information relative to the reporting of patient abuse required by law. Further, to the extent it may be applicable, the Contractor herein 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.

ARTICLE 19. 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 20. 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 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

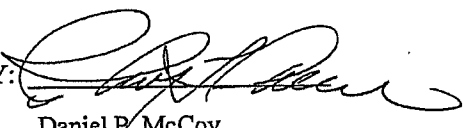
ARTICLE 21 EXTRA WORK

If the Contractor is of the opinion that any service 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.

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

COUNTY OF ALBANY

DATED: 2/10/17

BY: 

Daniel P. McCoy

Albany County Executive

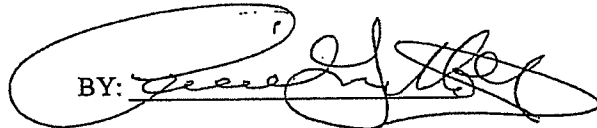
or

Philip F. Calderone, Esq.

Deputy County Executive

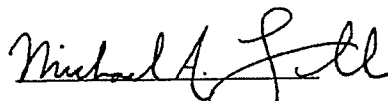
RICHARD GULLOTT, M.D.

DATED: 12-23-16

BY: 

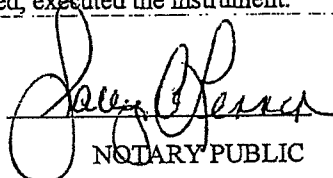
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 10 day of January, ²⁰¹²2016, before me, the undersigned, personally appeared DANIEL P. MCCOY or PHILIP CALDERONE, ESQ 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 Schenectady) SS.:

On the 23 day of December, 2016, before me, the undersigned, personally appeared Richard Galt 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

SALLY A. LENNON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LE4992173
Qualified in Schenectady County
Commission Expires Feb. 24, 2018

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

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

APPENDIX "A"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. 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 terms "Business Associate" shall mean the Contractor.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Health, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, 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 C.F.R. 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 C.F.R. Section 164.501, limited to the information created or received 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 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

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 the Protected Health Information, other than as provided for by this Agreement.
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 the Protected Health Information not provided for by the Agreement, of which it shall become aware.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
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 and Protected Health Information, 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 C.F.R. Section 164.528.
10. Business Associates 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.

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 42 CFS Section 164.504 (e)(2)(i)(B).

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

1. 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

2. The term of this Agreement shall be September 1, 2015 through September 29, 2016. 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 42 CFR Section 164.
3. 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 business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) 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 are 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.

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.
-

Request for Contract Approval	
Request ID #	5359
Contract #	5459
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A4010 - Health
Date submitted	2/24/20
Contact person	Witherspoon, Shanna
Contact Phone	518-447-4584
Vendor	Dr. Richard Gullott
Estimated Amount	\$99,999
Estimated Term	1/1/2020 - 12/31/2022
Scope of Services	Provides interpretation of chest x-rays for tuberculosis evaluation, orders treatment and tests related to TB as needed, indicates instructions for treatment follow-up to patients and clinic staff and provides patient education. Fee is \$115 per hour.
Budget Line Item	AA4010
Fiscal Impact	County 64.00%
	State 36.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J. A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

MEMORANDUM

TO: Honorable Daniel P. McCoy, County Executive
Honorable Bruce A. Hidley, County Clerk
Honorable Andrew Joyce, Chairman, County Legislature

FROM: Elizabeth F. Whalen MD, MPH, Commissioner of Health

DATE: March 2, 2020

RE: Dr. Richard Gullott #5459

Albany County DOH is requesting to contract with Dr. Richard Gullott for pulmonology services related to tuberculosis. Dr. Gullott has been providing pulmonology services to the Health Department since 2007. We are requesting a contract, amount not to exceed \$99,999, with a term of January 1, 2020 to December 31, 2022.

Dr. Gullott provides interpretation of chest x-rays for tuberculosis evaluation, orders treatment and tests related to tuberculosis as needed, indicates instructions for treatment follow-up to patients and clinic staff and provides patient education. Fee is \$115 per hour, no change from the prior contract. Invoices for the last 3 year contract totaled \$98,684.

If you have any questions or are in need of additional information, please do not hesitate to contact me directly at 447-4695.

Thank you for your consideration of this request.



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND RICHARD F. GULLOTT, M.D.

Contract No. 3310 of 2016

This is an Agreement made by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereafter referred to as the "County") acting on behalf of the Albany County Health Department (hereafter referred to as "Health"), and Richard F. Gullott, M.D., 83 Baldwin Road, Schenectady, New York 12302 (hereafter referred to as "Contractor"). Health, County and Contractor may each be referred to individually as the "Party" or together as the "Parties" as appropriate.

WITNESSETH:

WHEREAS, the County requires physician services relative to the tuberculosis control program;
and

WHEREAS, the Contractor has the ability to provide the services required and has submitted an accepted proposal for such 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. SCOPE OF SERVICES

1.1 Contractor shall execute to entire work described in this contract which includes, but is not limited to:

- Interpreting chest x-rays for tuberculosis evaluation, diagnosis, and treatment;
- Evaluating and treating tuberculosis conditions
- Reviewing patient charts and chest x-rays,
- Ordering treatment and tests related to tuberculosis as needed.
- Indicating instructions for treatment follow-up to patient and to clinic staff;

- Providing patient education
- Providing consultation for mid-level providers on tuberculosis conditions,
- Maintaining certification to perform cardiopulmonary resuscitation (BLS)

1.2. All sessions shall be conducted in accordance with a schedule to be mutually agreed upon between the Parties.

1.3 The quality of service by Contractor shall be subject to the inspection and evaluation by Health, or designee.

ARTICLE 2. CONSIDERATION AND PAYMENT

2.1 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 SEVENTY THOUSAND AND 00/100 (\$70,000.00) DOLLARS (US CURRENCY) payable for sessions of three (3) hours minimum at a rate of ONE HUNDRED FIFTEEN and 00/100 DOLLARS (\$115.00) per hour or THREE HUNDRED FORTY-FIVE AND 00/100 (\$345.00) DOLLARS per session, or as may otherwise be determined by the Parties in accordance with County procedures, as full compensation for all services rendered under this Agreement.

2.2 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, approved by HEALTH, detailing services rendered, including dates and types of services, to the Director of the HEALTH or designee. Upon acceptance after review as to form and content by the County, Contractor's claim form shall be submitted to the Albany County Comptroller for payment.

ARTICLE 3. TERM,

The term of this agreement shall commence on January 1, 2017, and shall continue in effect through the close of business on December 31, 2019. .

ARTICLE 4. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by Contractor. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the

County upon reasonable request and shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 5. OWNERSHIP OF MATERIALS

All records, forms, reports, statistics and materials created or maintained by Contractor shall be and remain property of Contractor subject to all pertinent confidentiality provisions of law and regulation.

ARTICLE 6. RELATIONSHIP

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 7. AVAILABLE DATA

The Parties shall, without expense to each other, share all technical or other data relative to the work of this Agreement upon reasonable authorized request.

ARTICLE 8. 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 9. NON-APPROPRIATION

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 10. 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 or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 11. 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 12. INVALID PROVISIONS

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 13. LICENSES

Contractor, its employees and agents, if any, shall at all times obtain and maintain all licenses and certifications required by New York State or other relevant regulating authority to perform the services required under this Agreement, if any.

ARTICLE 14. MODIFICATION

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

ARTICLE 15. APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of New York State. The designated venue shall be Albany, New York.

ARTICLE 16. NOTICE

All notices and documents required to be given or made pursuant to this Agreement shall be given or made by certified mail/return receipt requested to:

Contractor

Richard F. Gullott, M.D.

83 Baldwin Road

Schenectady, New York 123202

County

Dr. Elizabeth Whalen

112 State Street, Room 1118

Albany, New York 12207

ARTICLE 17. INSURANCE

Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and the amounts provided in Schedule A attached hereto and made a part hereof. Contractor shall provide thirty (30) days' written notice to the County of any insurance policy cancellation or change.

ARTICLE 18. CONFIDENTIALITY

Contractor shall maintain the confidentiality of all victim information and any information which could be considered confidential or propriety including protected health information. This excludes records and information relative to the reporting of patient abuse required by law. Further, to the extent it may be applicable, the Contractor herein 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.

ARTICLE 19. 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 20. 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 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

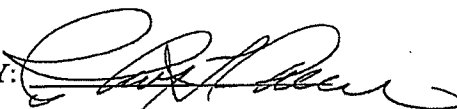
ARTICLE 21 EXTRA WORK

If the Contractor is of the opinion that any service 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.

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

COUNTY OF ALBANY

DATED: 2/10/17

BY: 
Daniel P. McCoy

Albany County Executive

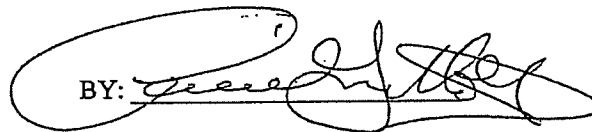
or

Philip F. Calderone, Esq.

Deputy County Executive

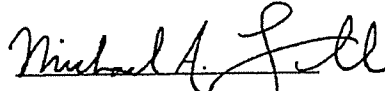
RICHARD GULLOTT, M.D.

DATED: 12-23-16

BY: 

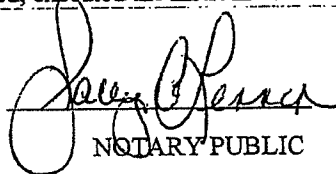
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

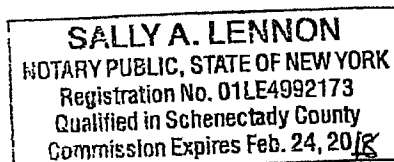
On the 10 day of January, ²⁰¹⁷2016, before me, the undersigned, personally appeared DANIEL P. MCCOY or PHILIP CALDERONE, ESQ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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 Schenectady) SS.:

On the 23 day of December, 2016, before me, the undersigned, personally appeared Richard Callett 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC



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

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

APPENDIX "A"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. 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 terms "Business Associate" shall mean the Contractor.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Health, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, 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 C.F.R. 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 C.F.R. Section 164.501, limited to the information created or received 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 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

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 the Protected Health Information, other than as provided for by this Agreement.
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 the Protected Health Information not provided for by the Agreement, of which it shall become aware.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
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 and Protected Health Information, 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 C.F.R. Section 164.528.
10. Business Associates 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.

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 42 CFS Section 164.504 (e)(2)(i)(B).

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

1. 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

2. The term of this Agreement shall be September 1, 2015 through September 29, 2016. 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 42 CFR Section 164.
3. 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 business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) 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 are 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.

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.
-

Request for Contract Approval	
Request ID #	5370
Contract #	5470
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A8020 - Economic Development
Date submitted	3/2/20
Contact person	Rogers, Lucas
Contact Phone	5184475566
Vendor	Catholic Charities of the Diocese of Albany
Estimated Amount	\$21,250
Estimated Term	9 Months (March 2020 - December 2020)
Scope of Services	Pass-through grant funding to provide Census Outreach in the County of Albany. Activities will include development and distribution of outreach fliers, media outreach, integration of census education into Catholic Charities agencies/programs, door-to-door conversations, social media, etc.
Budget Line Item	AA8020
Fiscal Impact	County 0.00%
	State 100.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP


 Budget Analyst

3/4/20
 Date

For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

March 2, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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

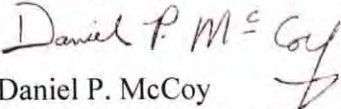
Dear Messrs. McCoy, Joyce and Hidley:

The Office of the County Executive is requesting authorization to enter into an agreement in the amount of \$21,250 with the Catholic Charities of the Diocese of Albany for the provision of Census outreach services in Albany County. In late January, Albany County was awarded New York State Census Outreach Grant funding, with the requirement that 75 percent of funding be passed on to non-profit organizations. The County issued an RFP calling for proposals from non-profits who have the experience and expertise needed to reach historically undercounted populations in the County.

The Catholic Charities proposal includes, but is not limited to: (1) development and distribution of outreach fliers; (2) media buys; (3) integration of census education into Catholic Charities agencies/programs; (4) door-to-door conversations; and (5) social media outreach.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely


Daniel P. McCoy
Albany County Executive

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Not-For-Profits (NFPs) interested in applying for funds to work on census outreach in Albany County
RFP Number: RFP-2020-034

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207
Karen.storm@albanycountyny.gov

Submit a cost proposal as described in scope of services.

COMPANY: Catholic Charities of The Diocese of Albany
ADDRESS: 40 No. Main Ave.
CITY, STATE, ZIP: Albany, NY 12203
TEL. NO.: (518) 453-8457
FAX NO.: (518) 453-6792
FEDERAL TAX ID NO.: 14-1340033
REPRESENTATIVE: Jackie Gentile
E-MAIL: jackie.gentile@ccrcda.org
SIGNATURE AND TITLE: [Signature]
DATE: 02-20-2020

I. Vendor Qualifications:

a) Incorporated in 1917, Catholic Charities of the Diocese of Albany (CCDA) is the social service arm of the Roman Catholic Diocese of Albany. Catholic Charities is one of the largest, private social service agencies in the greater capital region, helping more than 100,000 people in 2018-2019, in the 14 counties of the Albany Diocese. Our motive is simple: to address basic human needs in all stages of life regardless of race, religious belief, ethnicity, or lifestyle with special emphasis on the poor and vulnerable in our society.

Catholic Charities offers a wide spectrum of services, from addressing basic needs, such as food, clothing and shelter, to more specialized needs, such as mental health counseling, jail support services, programs for low income families, and disaster relief. The noteworthy focus is on helping the most vulnerable in our communities, including people with developmental disabilities, pregnant and parenting teens, immigrants and refugees, the unemployed, victims of domestic violence and the homeless. Catholic Charities advocates on behalf of the poor and vulnerable and collaborates with others to build a more just society. CCDA operates a "no wrong door" approach in providing assistance to the many individuals who reach out for help.

b.) Annual Report Attached

c) Professional staff include: Eileen Spath- Marketing & Communications Manager- has been with the agency for over 4 years and has a BS from Syracuse University, New House School of Communications. Jason Carnegie-Communications & Media Specialist is the former Director of Communications for Upstate AIGA specializing in graphics. He has a BA in Fine Art Graphics from Sage College. Sister Betsy Van Deusen-Director of Community Partnerships has worked in human services for over 20 years' and been with Catholic Charities for 7 years. She provides community outreach to community partners and has a MA degree. Walter Ayres (Deacon) -Director, Commission on Peace and Justice does presentations to parishes and community groups on Catholic social justice and advocacy. He has been with Catholic Charities for 10 years. Paula Reed-Immigration Counselor, BIA Accredited Representative has been with Catholic Charities for over 10 years. She provides immigration-related legal services that include consultation, counseling, and preparation of petitions and applications for, among other benefits, lawful permanent residency and U.S. citizenship. Jackie Gentile-Special Projects Coordinator, has over 30 years' experience in the human service field and has been with Catholic Charities for over 4 years. She has a BA in Social Work and an MA from Skidmore College. She will be responsible for coordinating all components of the outreach and education program.

d) Vincent W. Colonno is authorized to bind Catholic Charities of the Diocese of Albany in a contract with Albany County.

e) As a human services agency serving 14 counties of Upstate New York, CCDA provides a wide array of services. In Albany County services include: developmental disabilities, caregiver support, HIV/AIDS, outreach, maternal and child health support, foster care, housing, homeless shelters, long term care and senior housing, aging care, immigration, case management, care coordination, food pantries, soup kitchens, Food Farmacy's, basic needs, emergency assistance,

disaster recovery, and care coordination to people with chronic health conditions. The system of Catholic Charities operates 46 community-based program sites and 1337 residential/housing units within 62 sites of 14 Upstate counties (e.g., senior housing, mental health residences, group homes for those in the child welfare system, domestic violence shelters, Single Room Occupancy facilities, residences for those with developmental disabilities, and affordable apartments for families). The CCMOVE, a program operating a mobile unit, offers case management, assessment and screening, recently began operations and affords our rural neighbors, in areas of the diocese that do not have immediate access to services, service accessibility. It offers monthly mass distributions of 12 tons of nutritious foods in local "food deserts." Our commitment to lifting others up in the face of poverty and crisis by providing them with the fundamental needs for survival - food, shelter, and clothing is relentless.

The number of unduplicated Albany County clients served in 2018-2019 was 19,169. The majority of our services target historically undercounted populations such as highly mobile persons, racial and ethnic minorities, non-English speaking, low-income persons, persons experiencing homelessness, persons with mental and physical disabilities, persons who do not live in traditional housing, rural households (the hill town's), older adults and persons with limited internet access.

f) Catholic Charities has a functioning community outreach program that has been in place for over 100 years, providing services to Albany County residents through the following programs: Care Coordination Services- staff seek out individuals in the community and refer to Health Homes. Community Maternity Services provides outreach to pregnant and parenting teens and kinship care services. The Housing office serves approximately 1459 tenants and provides advocacy, assistance and intake to 9,435 individuals. Disabilities Services provides housing, service coordination and community support working with clients and families in the homes and neighborhoods serving 255 persons with mental and physical disabilities. Tri-County Services provides outreach to underserved through its food pantries, soups kitchens, community navigators and emergency assistance programs to 5716 individuals. A recent CCMove food distribution at Giffen School brought in over 250 South End residents. Programs out of the Executive Office include: Disaster Relief, Supportive Employment, Immigration Services, the Commission on Peace and Justice and the Commission on Restorative Justice. Our *No Wrong Door* (NWD) provides outreach and empowers people to make life decisions to connect with needed services, whether be they medical, emotional, economic, physical or spiritual.

Every person, from young children to senior adults, women and men, who seek assistance from Catholic Charities are served regardless of their circumstances. Persons come to us seeking emergency assistance, for example - a gas card, bus fare, clothing for a funeral for a job interview, help with their heating bill, in need of a pair of steel toed boots so they can go to work outdoors. We meet their needs and offer care without judgement

h. Catholic Charities staff are trained in cultural competencies and Bridges out of Poverty. Staff relate to individuals in a non-stigmatizing manner and build trusting relationships with clients. Our philosophy is to meet people where they are at in a respectable manner. Current

outreach efforts provide service and information in a variety of locations (including home visits) and at non-traditional times, especially after work hours.

III Plan Implementation:

"Let's Count Everyone in" is Catholic Charities campaign to ensure that Albany County resident's especially those considered hard-to-count complete the 2020 Census. Through our Marketing and Communications Office, Catholic Charities will develop and distribute posters and informational materials to engage residents in community outreach efforts. In Albany County, Catholic Charities provided services to 19,169 in 2018-2019. We will provide outreach, education and informational materials to a minimum of 10,000 individuals. This will be done at all Albany County locations. A combination of efforts will be utilized to enhance knowledge, and raise awareness of the census. The campaign will engage our community partners to increase participation of those who are less likely to respond or are often missed. It will educate people about the 2020 Census. The Catholic population in Albany County is 78,969. Within the 24 parishes of the Diocese of Albany we will target 15,517 individuals per weekend through parish outreach. The Commission on Social Justice who provides pastoral visitation to the sick, elderly and homebound will target 500 individuals through Eucharistic Minister efforts. At minimum, Catholic Charities of the Diocese of Albany will provide outreach 26,017 individuals.

Activities include the following:

- Development of outreach materials posters (brochures, flyers, social media, etc.) will target young children, highly mobile persons, racial and ethnic minorities, Non-English speakers, Low-income persons, immigrants, persons with mental and physical disabilities, rural households, older adults and persons with limited internet access.
- Distribution of literature in 24 churches including posters and fliers will target low-income persons, homeless persons in Family Promise, rural households and older adults.
- Distribution of literature through Eucharistic ministers who take the sacraments to those who are ill, housebound or otherwise unable to attend Mass.
- Targeted media campaign in church bulletins
- Targeted media campaign in the Evangelist
- Distribution of literature and materials throughout all Catholic Charities agency locations in Albany County.
- Distribution through CCMove massive food drops.
- Door to Door conversations to those seeking services at all Albany Catholic Charities agencies and residential sites.
- Social media links

Time Line

Activity	Time Frame
Design Campaign Materials	2 weeks upon notification of funding
Printing Materials	30 days upon notification of funding
Social Media	Ongoing throughout the campaign
Advertisement in Church Bulletin and Evangelist	Monthly adds
Distribution of Literature in Churches	30 days + ongoing
Distribution of Literature in Catholic Charities	30 days + ongoing
Distribution of literature throughout Albany County Catholic Charities Locations	30 days + ongoing
Distribution of literature through CC Move Drops	Every Albany County
Door to Door conversations with Case Managers, Care Coordinators, Navigators throughout the Catholic charities system in Albany County	April 1 st and continually

Grant expenditures will be tracked through Catholic Charities Finance Office.

Catholic Charities of the Diocese of Albany

Albany County - CENSUS

Accounts	FY2020
Revenue	
Government Grants/Purchase of Services Fees/Contracts	25,000
Total Revenue	25,000
Expenses	
Expenses before Allocation	
Salaries & Benefits	
Salaries	16,489
Employee Benefits	3,091
Payroll Taxes - Soc. Sec & Workers Comp. & DBL & Unemployment	1,645
Total	21,224
Advertising & Promotions	
Advertising Costs	600
Promotional Costs Social Media	1,000
Printing	1,800
Mileage Payment	600
Total Expenses	25,224
Excess or (Deficiency) of Revenue over Expenses	-224

First Name	Total Comj	Total Benefits	Total Taxes	Salary	
Walter	1,466	6	141	1,319	10.00%
Jackie	8,341	1,276	621	6,445	20.00%
Paula	2,796	597	212	1,987	15.00%
Eileen	4,782	613	373	3,796	15.00%
Jason	3,839	598	297	2,943	15.00%
	21,224	3,091	1,644	16,489	



CATHOLIC CHARITIES

OF THE DIOCESE OF ALBANY

Annual Report

Fiscal Year 2017-2018

Annual Report

2017-2018



Vincent W. Colonna

As we look ahead to Spring, I am pleased to offer you this annual report for Catholic Charities' last fiscal year ending in 2018. Much can happen in a year, and I hope you'll see in this report more than just the financial numbers, or the people served in a particular way by Catholic Charities. I hope you'll see that behind each of those numbers are real people who came to Catholic Charities in their time of need. And likewise, behind the financial numbers of revenues and donations, are people and organizations that support Catholic Charities because they believe in our mission of helping all people regardless of race, creed, or lifestyle.

I am pleased to note that we finished the year in a positive financial position, and that the fundraising of the Campaign for Catholic Charities helped fuel program expansion in the areas of Housing, No Wrong Door, Emergency Assistance, and more. I thank each and every donor and supporter, and each one of our staff, board members, and volunteers, who make the collective effort to help over 77,000 people possible!

With much appreciation,

A handwritten signature in cursive script that reads 'Vince'.

Vincent W. Colonna
CEO, Catholic Charities of the Diocese of Albany

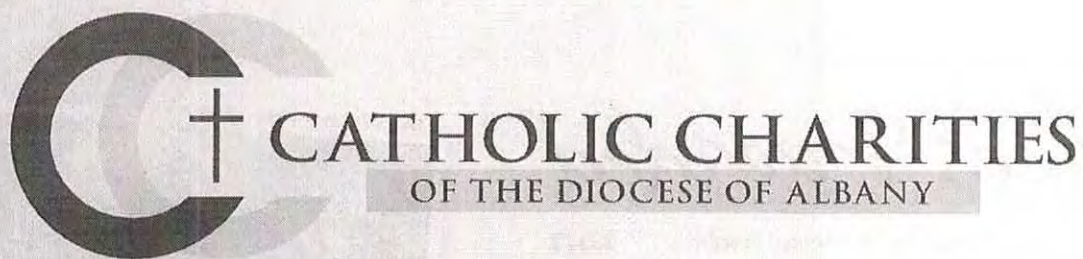
My first year in serving as President of the Catholic Charities Board of Trustees has been a very good one. I have always thought it was an honor to be a part of the board of this organization, which is one of the best in our area at helping those who are in need. The last few years as I've taken on more leadership roles I see just how much the staff and volunteers are dedicated to the Catholic Charities mission. It is motivating and humbling, and I know I speak for all of the Board of Trustees when I say that we are inspired by the examples of those who volunteer and work on the front lines.



Catholic Charities has always been focused on offering service and help with compassion, making sure that people have food in their cupboards, heat in their homes, and a caring advocate should they need one. With the dedication of the staff and strong mission-focus of the organization, that's what we will always do. Thank you for your part in making that mission a reality for the people who find themselves in need of Catholic Charities' help and expertise. It truly is a community effort.

A handwritten signature in cursive script that reads 'Ken'.

Kenneth M. Raymond, Jr.
President, Board of Trustees



MISSION OF CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY

Catholic Charities, a ministry of the Catholic Diocese of Albany, is committed to active witness on behalf of the Scriptural values of mercy and justice.

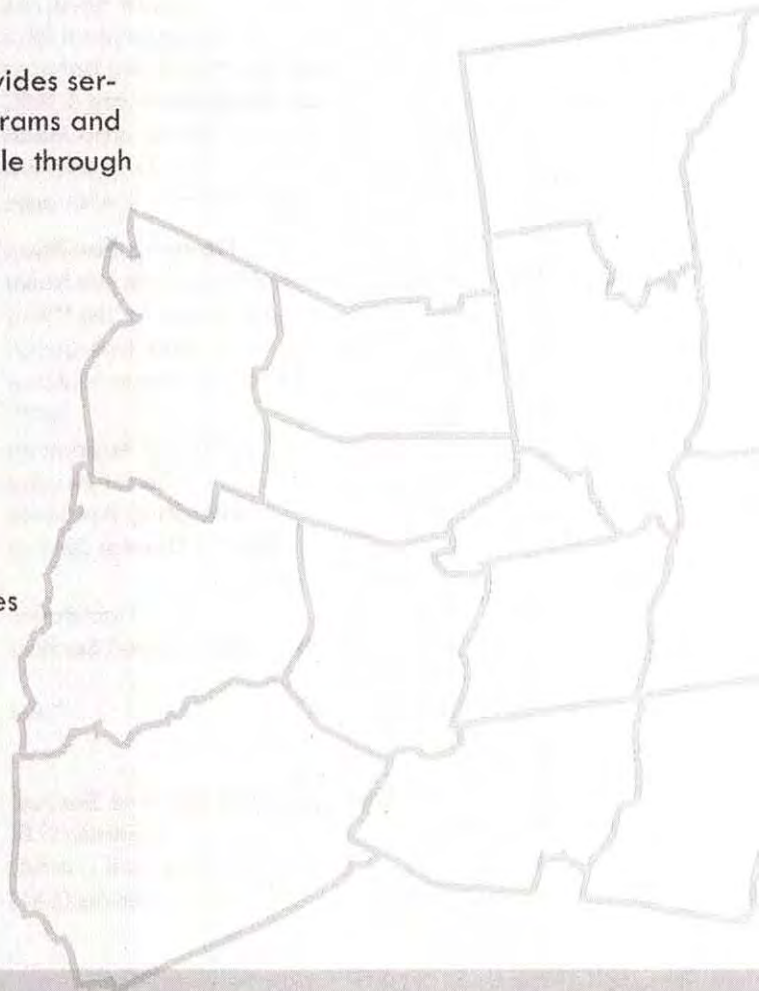
Catholic Charities, recognizing human need at all stages of life, responds to all persons regardless of race, creed, or lifestyle, with special emphasis on the economically poor and the vulnerable.

Catholic Charities serves and empowers persons in need, advocates for a just society, calls forth and collaborates with women and men of good will in fulfillment of its mission.

Service Area

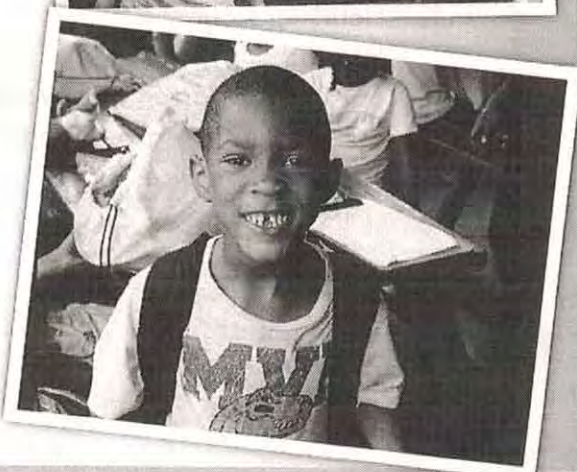
Catholic Charities of the Diocese of Albany provides services in 14 counties across New York State. Programs and services are delivered to the poor and vulnerable through Catholic Charities' twelve agencies:

- Care Coordination Services
- Columbia and Greene Counties
- Community Maternity Services
- Delaware, Otsego and Schoharie Counties
- Disabilities Services
- Fulton and Montgomery Counties
- Herkimer County
- Housing
- Saratoga, Warren and Washington Counties
- Senior and Caregiver Support Services
- Tri-County Services
- United Tenants



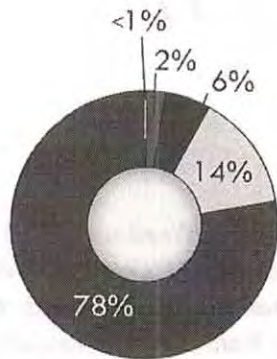
Services Provided

Counseling & Mental Health	2,043
Adolescent Pregnancy & Parenting	149
Adoption Services	14
Immigration Services	242
Education & Enrichment Services	1,559
Substance Abuse Prevention	30,104
Asset Development Services	1,008
Youth Programs, Enrichment & Mentoring	3,906
Transportation	524
Employment – Training & Job Prep	106
Case Management / Service Coordination	5,097
Court Related (dispute resolution/mediation/community service)	2,031
Kinship Care, Child Care Resources, Day Care	320
Elder Care, Respite, Adult Day Care	395
Health Insurance Enrollment Assistance	3,730
Health Related Services	1,157
Domestic Violence Services	1,428
Family Preservation / Reunification	577
Crime Victims	124
Food Services	
Congregate Meal Sites	1,100
Food Pantries & Extra Helpings	15,002
Food Stamp Advocacy & WIC	9,206
Homebound Meals	322
Soup Kitchens	1,191
Housing Advocacy & Assistance	6,137
Housing Facilities	
Residence (all types of supervised living, foster home, host home)	151
Community Home for the Dying	25
Shelter – Short Term (Emergency)	793
Shelter – Domestic Violence	249
SRO's	261
Family Apartments	313
Senior Housing	881
Emergency Assistance	17,865
Relief / Disaster Service	40
Habilitation	281
Prison / Jail Support Services	1,056
Total	109,387
Unduplicated Persons Served	
Children (<18)	77,894
Adults Served (18-64)	33,225
Seniors (64+)	39,095
	5,574



Financial Report

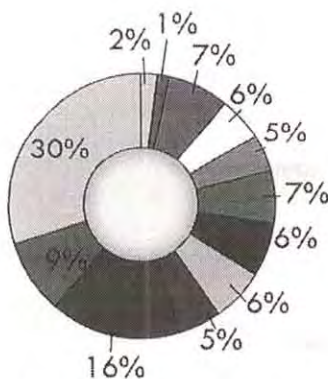
July 2017- June 2018



Revenue

Government Funding	\$ 34,599,922
Bequests, Contributions & Other Sources	\$ 6,332,464
Program Service Revenue	\$ 2,497,098
Diocesan Support	\$ 953,155
Miscellaneous	\$ 204,656

Total: \$44,587,295



Expenses

Services for the Disabled	\$ 12,948,302
Maternity and Family Services	\$ 3,977,299
Management and General	\$ 6,939,375
Youth Services	\$ 2,278,938
Senior Services	\$ 2,809,245
Behavioral Health Services	\$ 2,717,908
Emergency Shelters & Permanent Housing	\$ 2,882,488
Domestic Violence	\$ 2,062,737
Community Outreach and Support	\$ 2,426,963
AIDS/HIV/Chronic Disease Services	\$ 3,268,999
Fundraising	\$ 566,231
Other Programs	\$ 965,475

Total: \$43,843,960

**"For I was hungry, and you gave Me something to eat
I was thirsty, and you gave Me something to drink
I was a stranger, and you invited Me in."**

Matthew 25:35



You Make a Difference

BECAUSE OF DONORS LIKE YOU, Catholic Charities is able to provide compassionate, personalized care to all our neighbors who come to our door in their time of need. We offer support, wherever and however it is needed. When you make a gift, you are reaching out a loving hand to a mother, a father, a child, a veteran, a senior, a friend. Your donations allow us to offer warm and nutritious meals, a place to lay one's head, safety from a violent household, counsel to a grieving heart, and so much more. You are with us helping a neighbor get his life back after losing his home to a fire and in our offices assisting an immigrant family applying for citizenship. By helping us to meet our mission, you help the whole community of our diocese. Thank you for your kindness and for your generous support of the work we do at Catholic Charities of the Diocese of Albany.

WHAT YOUR GIFT MEANS to our clients, families and communities:

- \$1,000 feeds a family of 4 for one month
- \$800 sends two underserved children to Camp Scully's weekly overnight camp
- \$500 fuels one week's delivery of 1,750 Meals on Wheels
- \$250 buys household goods for a vet transitioning to permanent housing
- \$100 pays 4 co-pays for the chronically ill
- \$50 creates two personal care kits for women at a domestic violence shelter

GET INVOLVED AT CATHOLIC CHARITIES

Volunteer

Take a Tour

Become a Community Sustainer

Build a Legacy

Donate

In 2017, we created the monthly giving program, Community Sustainers. Join a compassionate community of donors who are committed to giving every month until the day everyone has a warm meal, safe shelter, access to health services, and the dignity they deserve. Your sustaining support not only provides us with stability but also sends an empowering message of hope to the people we help.

Contact Catholic Charities Development Office at cc.development@ccrda.org or (518) 453-6650 for more information on how to get involved.

31

Community Sustainers
(Monthly Donors)

\$37.83

Average
Monthly Gift

**In this way, by helping one
another, we will do some good.**

Pope Francis

BOARD OF TRUSTEES

Most Rev. Edward B. Scharfenberger
Bishop of Albany, Chairperson

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Kirsten E. Keefe
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Mark D. Morrison
Co-Vice President

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Betsy O'Haire

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EXECUTIVE DIRECTORS

Sister Charla Commins, CSJ
Saratoga, Warren & Washington

Anne Marie Couser
Community Maternity Services

David Covey
Fulton & Montgomery

Lynn Glueckert
Delaware, Otsego & Schoharie

Marlene Hildenbrandt
Senior & Caregiver Support Services

Aaron Howland
Disabilities Services

Jenn Hyde
Tri-County Services

Stephanie Lao
Care Coordination Services

Theresa Lux
Columbia & Greene

Sondra Young
Housing

Maureen Petrie
Herkimer

United Tenants of Albany

EXECUTIVE OFFICE

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Chief Executive Officer

Thomas Coates
Property Development

Susan Cipolla
Human Resources

Beth Depew
Information Technology

Jackie Gentile
Special Projects

Mary Pat Hickey
Administration

Michele Kelly
Fiscal

Cathy Krom
Corporate Compliance

Kate Qualters
Development

Jack Simeone
Programs & Services

Sister Betsy Van Deusen, CSJ
Community Partnerships

Caring Beyond Belief

CATHOLIC CHARITIES HELPS EXPECTING TEENS

Maria Murphy had a lot to look forward to as she entered high school. Finding herself pregnant in freshman year, however, was unplanned and unexpected. She hid her pregnancy for as long as she could, not even confiding in her parents about what she was going through. When she inevitably started showing 6 months into her pregnancy, her guidance counselor referred her to Catholic Charities Community Maternity Services.



Initially, Maria was hesitant to accept outside help, but Catholic Charities was there when she needed it. Dahlia, a caseworker for Community Maternity Services, met with Maria during her lunch breaks, working around her schedule, and helped Maria get the medical and personal attention she needed.

"I actually enjoyed and looked forward to her visits tremendously, because she was very caring and very nurturing," said Maria of her time with Dahlia. "She helped me stay in school; she brought me to appointments to get the medical care I needed."

Maria's parents refused to help, leaving her to face her pregnancy on her own. Dahlia knew it was important for Maria to have a strong support system and ultimately introduced Maria to her foster mom, Dawn.

"It was scary, the idea of a foster home and being pregnant," Maria recalled of meeting her foster mom for the first time. "It was difficult reaching out to my father and saying this is what I really need. He actually supported the idea in the end. I have stayed in a relationship with Dawn to this day — my children call her grandma, and I call her mom." The summer before her sophomore year, at the age of 15, Maria gave birth to her first son Bobby. With the help of Catholic Charities Community Maternity Services, she kept her child, stayed in high school, and graduated. Today, she is proud of her son — who has become a successful chef — and her family (she has raised three more children since). Maria credits Community Maternity Services with helping her through one of the most challenging times in her life.

"It was a very important and very instrumental thing in my life. I have a nice family, children. I am really very thankful and appreciative for the opportunities Catholic Charities provided."

"I just think it's super important that people have support. I know that there are more moms like me that need that chance."



Maria (right) gave birth to her eldest son, Rob (center) at age 15. Today, Maria is a proud mother of four, and Rob owns his own restaurant.

Catholic Charities Community Maternity Services has been providing comprehensive support and case management services to pregnant and parenting adolescents since 1971. These pro-life programs help each mother have a healthy pregnancy and healthy birth and offer the support necessary for the mother to choose whether to parent or make an adoption plan for her infant.

Request for Contract Approval	
Request ID #	5371
Contract #	5471
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A8020 - Economic Development
Date submitted	3/2/20
Contact person	Rogers, Lucas
Contact Phone	5184475566
Vendor	United Way of the Greater Capital Region
Estimated Amount	\$38,250
Estimated Term	9 Months (March 2020-December 2020)
Scope of Services	Pass-through grant funding to provide Census Outreach in the County of Albany. Activities include, but are not limited to: community outreach events, distribution of print material, informational sessions, radio ad buys, digital ad buys, utilization of 211 network (text to pledge), etc. Also funds outreach done by two sub-grantees: The Baby Institute and NAACP.
Budget Line Item	AA8020
Fiscal Impact	County 0.00%
	State 100.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP


 Budget Analyst

3/4/20
 Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
 Albany County Executive

Bruce A. Hidley
 Albany County Clerk

Andrew Joyce, Chairman
 Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
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DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

March 2, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
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Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Office of the County Executive is requesting authorization to enter into an agreement in the amount of \$38,250.00 with the United Way of the Greater Capital Region for the provision of Census outreach services in Albany County. In late January, Albany County was awarded New York State Census Outreach Grant funding, with the requirement that 75 percent of funding be passed on to non-profit organizations. The County issued an RFP calling for proposals from non-profits who have the experience and expertise needed to reach historically undercounted populations in the County.

The United Way proposal includes, but is not limited to: (1) community outreach events; (2) distribution of print material; (3) informational sessions; (4) radio and digital ad buys; and (5) utilization of their 211 network for informational purposed and for a text-to-pledge initiative. This proposal also includes a partnership with the Baby Institute and the local chapter of the NAACP.

Please do not hesitate to contact me if I can be of further assistance.

Sincerely

Daniel P. McCoy
Albany County Executive

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Not-For-Profits (NFPs) interested in applying for funds to work on census outreach in Albany County RFP Number: RFP-2020-034

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent Albany County Department of General Services Purchasing Division
112 State Street, Room 1000 Albany, NY 12207 Karen.storm@albanycountyny.gov

Submit a cost proposal as described in scope of services.

COMPANY: United Way of the Greater Capital Region

ADDRESS: PO Box 13865

CITY, STATE, ZIP: Albany NY 12212

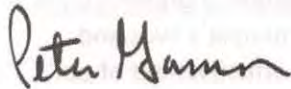
TEL. NO.: 518-640-2200

FAX NO.: 518-456-2839

FEDERAL TAX ID NO.: 14-1364505

REPRESENTATIVE: Peter Gannon , President & CEO

E-MAIL: peter@unitedwaygcr.org



, President & CEO

SIGNATURE AND TITLE

DATE: 2/20/2020

I: Vendor Identification

Give the name of the not-for-profit, address, telephone and facsimile numbers, contact person and email address.

Answer:

COMPANY: United Way of the Greater Capital Region

ADDRESS: PO Box 13865

CITY, STATE, ZIP: Albany NY 12212

TEL. NO.: 518-640-2200

FAX NO.: 518-456-2839

FEDERAL TAX ID NO.: 14-1364505

REPRESENTATIVE: Peter Gannon

E-MAIL: peter@unitedwaygcr.org

II: Vendor Qualifications

a. Provide a brief history of your not-for-profit and the services you provide.

United Way raises funds and brings organizations together to tackle the complex roots of conditions such as hunger, academic failure, job readiness, poverty, homelessness, domestic violence and the challenges our seniors face. These are the issues that have the greatest bearing on our region's social wellbeing and economic health.

Our work is personal enough to change individual lives and powerful enough to improve conditions across our community. United Way donors are able to address multiple social issues with one easy contribution. At the same time, United Way partner agencies are better equipped to advance their mission and help more people in more-meaningful ways.

We are committed to drive lasting, positive change in priority issues within the areas of Education, Economic Mobility and Health. These are the cornerstones of a strong community. United Way also strengthens our community through grant making to more than 80 carefully-reviewed organizations and programs that demonstrate the capacity to achieve measurable change in people's lives and social conditions. United Way partners with each funded agency to ensure the effectiveness of our community-wide approach.

Beyond working as a funder and partner, United Way facilitates 211, a free and confidential community referral that connects callers with resources providing food, shelter, rent assistance, clothing, childcare options and other types of community assistance. Trained referral specialists answer calls, are multi-lingual, and available to help individuals find the help they need.

Led by United Ways across New York state, the ALICE report is released every two years to identify and assess financial hardship at a local level and to enhance existing local, state, and national poverty measures. United Ways involved in this effort are forging new relationships with community partners, educators, corporations, and government officials to identify opportunities and build strategies that support ALICE. The ALICE data has been widely used in the education, government, nonprofit, health, policy, and research arenas to better understand local economic conditions and the demographics of our communities.

b. Include your firm's most recent annual report.

Refer to UW1019_AnnualCommImpact_Web_Corrected_101919.pdf attached

c. Identify your firm's professional staff members who would be involved in the County engagement, and the experience each possesses.

Leadership of the Albany County Census initiative will be provided by Peter Gannon, President and CEO of United Way of the Greater Capital Region. Given United Way's priority of assisting with a

complete count, additional support will be provided by the entire United Way professional staff team. Amber Schiller, CFO, has overseen all aspects of the organizations finances and operations including the development and management of budgets, preparation of financial statements, human resources, payroll, IT, facilities, and reporting to the United Way's board and the public since May of 2018. Schiller brings more than 15 years of financial management experience to United Way. Schiller holds a Master of Business Administration in Corporate Finance from Dowling College and a Bachelor of Science in Finance from Siena College.

United Way's Community Impact team, staffed by Erica Warner and Michaelle Mugisha contribute over 10 years of experience in supporting community-based organizations. Through her role at United Way, Erica is an advocate for the 211 health and human services hotline as well as a regional expert in volunteerism. She works closely with hundreds of non-profit and corporate partners to create meaningful, year-round engagement experiences for over 800 volunteers annually. Erica will leverage her connections within Albany County to support Census activity. Michaelle Mugisha, Community Impact Manager, is responsible for United Way's Impact Initiatives addressing basic needs, education and health across the Capital Region. Her strength is in sustaining productive relationships with diverse stakeholders and demonstrating a thorough understanding of community needs. Mugisha will take an active role in extending Census information to United Way partners and the constituents they serve.

United Way's Director of Strategic Communications will also lend expertise to support United Way's complete count efforts. Cassandra Madsen, MBA, brings five years' experience across various areas of communications and marketing including communications campaigns, content creation, photography and partnership activation. Madsen's professional background includes positions within higher education and healthcare industries, where she gained valuable experience in event execution and building relationships with community organizations.

d. Give the name and title of person(s) authorized to bind the firm in a contract with Albany County.

Peter Gannon, President & CEO

e. Detail your firm's experience providing services and outreach to the historically undercounted populations listed in Section 4.

United Way is committed to drive lasting, positive change in priority issues within the areas of Education, Economic Mobility and Health. These are the cornerstones of a strong community. United Way also strengthens our community through grant making to more than 80 carefully-reviewed organizations and programs that demonstrate the capacity to achieve measurable change in people's lives and social conditions. United Way partners with each funded agency to ensure the effectiveness of our community-wide approach.

For decades, United Way has served as a trusted voice among hard-to-count / historically undercounted populations. Having funded and walked along side service providers delivering quality early care for young children, supporting the basic needs of the highly mobile and homeless, advocating for the low-income, providing food and necessities to refugees and immigrants, engaging services for those with mental or physical disabilities, supporting seniors in aging in place and connecting rural populations with access to services.

Tangible examples of United Way's connection to hard-to-count residents in Albany County include:

- 454 youth received free meals during the summer of 2019 at the Albany Housing Authority, as well as 92 students at RISSE

	• 4,825 low income individuals worked with the Trinity Alliance Family & Neighborhood Resource center to secure short term crisis assistance, and ongoing case management services • 108 children increased their social emotional, physical and cognitive development through care provided at United Way partner, Arbor Park • 175 marginalized community members gained pre-employment, educational and vocations opportunities to enhance employability • 356 individuals with behavioral health needs at Equinox were assisted out of high-risk situations, and provided ongoing supportive services to promote healthy living
f.	Detail your firms experience providing the specific eligible activities identified in Section 4.
	United Way's experience includes: • Community outreach- such as participation at tabling events/ community fairs/ forums • Distribution of literature- as with our 211 and VITA (Volunteer Income Tax Assistance) material distribution of rack cards, business cards, flyers and posters • Conducting information sessions about the census and process- as with our Census for CBOs event • Conducting special events and census mobilizing- United Way hosts 518 day, the single biggest day of volunteerism in the Capital Region • Implementation of developed targeted media campaigns – such as 211 Text-to-Pledge • Development of outreach materials (brochures, fliers, newsletters, and other targeted advertising such as billboards and other outlets with broad reach) – as demonstrated through our role as the fiduciary and leader within the CA\$H Coalition of the Greater Capital Region, a coalition of community partners representing non-profit human services, the IRS, local government, businesses, faith based organizations and volunteers dedicated to promoting financial stability for individuals in the Capital Region, and the Volunteer Income Tax Assistance Program
g.	Detail any involvement your organization has had in past or current census outreach effort
	United Way has assumed a leadership role among organizations active in Census education and outreach. United Way is an active participant in 4 Complete Count Committees, stretching back through early 2019. As a part of the Albany City Complete Count effort, the United Way staff created a brief video highlighting the impact of every respondent. On February 14, 2020 United Way hosted a "Community Conversation" tailored to Community-based organizations, for the purpose of ensuring CBOs understand the Safe, Easy & Important message of the Census, and are equipped to share it with their constituents. Front line staff through Executive leaders were invited to the Census discussion customized for CBOs- including logistics, funding, accessing hard-to-count populations and localized efforts. Attendees were provided opportunities to connect with New York State Census Staff and learn sector-specific strategies for engaging the community. United Way's 211 is also a leader in getting the word out to community members regarding the census through our Text to Pledge Campaign, bolstering efforts across the country.
h.	Provide any additional information that would distinguish your firm in its service to Albany County, including specific cultural competencies or experience with community engagement efforts.
	United Way sits at the intersection of the business and non-profits communities. While poised to bring influence, education and funding to community-based non-profits, United Way also has an audience with a wide variety of employers. By welcoming United Way, these employers can assist in reaching ALICE (the working poor), as well as organizational leaders who serve on non-profit boards with messages regarding the Census.

III: Plan Implementation

a. Identify your organization's plan to carry out the requested services. This should take the form of a detailed work plan which includes: • The specific activities your organization will utilize to reach historically undercounted populations. Please review the list of eligible and ineligible activities. If your plan includes an activity that is not on either list please identify how it will help reach historically undercounted populations. • How each activity will help achieve a complete count in Albany County • The specific implementation timelines for each activity • How you will track the grant expenditure

United Way has significant capacity to assist with Census activities throughout Albany County. Through the aforementioned staff and leadership, United Way intends to serve as a conduit for all local community-based organizations to secure an accurate count. To do this, United Way will promote the Text-to-Pledge Campaign, maximize 211 as a publicity agent, purchase advertising on CDTA buses and bus shelters, purchase radio advertisements targeted toward hard-to-count individuals, facilitate the distribution of materials, and coordinate outreach activities.

To increase participation in the 2020 Census, on February 18th United Way launched a new text to pledge campaign. The campaign will educate and gather pledges of intent to be counted from particularly in hard-to-count communities during the 2020 Census, and will also send reminders to those who opt-in. This effort aims to bolster communities' efforts around the 2020 Census by distributing information, gathering pledges, tracking engagement, supporting local 211s with central resources and information, and engaging with local Complete Count efforts. Powered by 211, individuals can text PLEDGE to 211-211 and opt-in to receive information about, and text reminders to participate in the 2020 Census. Text-to-Pledge will also address questions and correct misunderstandings about the 2020 Census. These communities include urban and rural areas with large, low-income populations, people of color, immigrants, non-English speakers, migrant workers, formerly incarcerated people, young children, the elderly, those who are disabled, renters, the homeless, LGBTQ, and those living in mobile homes or multi-unit residences. United Way's 211 will also record messages to all incoming callers regarding the Safe, Easy & Important census message, include [census.gov/completion](https://www.census.gov/completion) centers on the 211 website, ensure 211 call center specialists are inviting callers to participate in the census, update database listings of free internet sites that can be utilized for census activities, and promote census jobs. These efforts will be on-going through the end of the census response window.

United Way will also deploy business engagement tools. Business can play a key role by encouraging customers, employees and the general public to complete their census questionnaires. United way resources to help get out the count include "Business Counts: how Business Can contribute to an Accurate 2020 Census" toolkit. Staff have already begun to engage donors and business partners in such conversations.

Upon notification of receipt of funding, United Way's marketing and leadership team will engage vendors across all media types to enact publicity campaigns in accordance with grant terms. Work priorities and media purchases will prioritize census self-response in early March, and welcoming Census Enumerators throughout Spring and early summer.

To track grant expenditure staff will be provided updated timekeeping recording categories, travel will be monitored and recording according to United Way's standard policies, the number of events will be specifically tracked, and all purchases will be documented according to United Way standard practices.

IV: Cost Proposal Section

a. Non-profits shall submit a cost proposal for the services described in this RFP. Albany County intends to fund multiple applicants so proposers shall ensure their proposed budget is reasonable and actionable. Budget requests under \$20,000 are encouraged, but not required. Albany County

reserves the right to amend the funding structure in collaboration with the awarded proposers during the course of contract negotiation in order to most effectively and efficiently meet the goals of the services. It is not the intent to substantially change the services being provided but to offer flexibility in how these services are accomplished by the County.

United Way of the Greater Capital Region
Albany County Census Outreach RFP
Cost Proposal

Personnel Services

VP, CI Grant Activities Supervision and Implementation	\$ 4,500.00
Manager, United2Volunteer Platform	\$ 2,700.00
Dir, Marketing - Development and Implementation of targeted media campaigns	\$ 2,750.00
Marketing Asst - Development of outreach materials and digital media ads	\$ 1,400.00

Fringe

VP, CI	\$ 500.00
Manager, United2Volunteer Platform	\$ 300.00
Dir, Marketing	\$ 310.00
Marketing Asst	\$ 150.00

Travel

Community Outreach and Distribution of Print Materials (3,000 miles at \$.58)	\$ 1,740.00
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Contractual Services

Use of United2Volunteer Platform	\$ 1,000.00
Use of 211 Text to Pledge	\$ 1,000.00

Advertising and Printing

CDTA Buses	\$10,000.00
CDTA Bus Shelters	\$ 5,000.00
Radio Ad Buys	\$ 6,000.00
Digital Ad to Support Census Text-to-pledge Effort	\$ 2,500.00
Flyers, Brochure, Posters	\$ 1,650.00

Non-Personnel Services

Information Sessions - Venue, Food, etc.	\$ 6,000.00
NAACP - Partner Grant	\$ 5,000.00
Baby Institute - Partner Grant	\$ 5,000.00

Administrative Costs (up to 5%)

UW Admin Staff For Grant Management and Personnel Support	\$ 2,500.00
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\$ 60,000.00

b. Partnerships are encouraged; however, all partners must be preregistered with New York State United Way has been approached to provide partnership support for the following organizations:

NAACP: The NAACP has a presence in the South End of Albany, working with young people in the dissemination of information of importance to the community through a digital newspaper they produce. They also hold community informational sessions on a regular basis and have access to a bank of computers which they can use to assist community members to complete the census, and partner with other organizations. United Way is requesting \$5,000 on behalf of the NAACP.

The Baby Institute: The Baby Institute holds regular weekly sessions with parents and their small children in a tutorial framework. They also have month open session for information and guidance with larger groups of parents and small children. They would want to use this platform to disseminate information and assist in the reassurance needed to encourage census participation.

	They have a contact base of literally hundreds of families who have taken part in the Baby Institute. United Way is requesting \$5,000 on behalf of the Baby Institute.
	c. Detail the fee structure for the work. Provide hourly rates and reimbursable costs if not included in the lump sum. Budget requests should include the following categories i. Personnel Services ii. Fringe iii. Travel iv. Contractual Services v. Advertising and Printing vi. Non-Personnel Services vii. Administrative Costs (up to 5%)
	See IV a
	d. Provide any other relevant information that will assist the County in evaluating your proposal submission.
	See IV a

Request for Contract Approval	
Request ID #	5324
Contract #	5424
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	ST) State Contracts
Department	D5110 - Maintenance Roads Buildings
Date submitted	2/12/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	Gorman Brothers Inc.
Estimated Amount	\$99,000
Estimated Term	6/1/2020-11/30/2020
Scope of Services	The Public Works Department is requesting the approval to enter into a contract with Gorman Brothers, Inc. for the Joint and Crack Sealing of various County Roads
Budget Line Item	DD5110
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
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.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: February 12, 2020

Re: Contract Request
For Crack Sealing of Various County Roads

The Public Works Department is requesting the approval to enter into a contract with Gorman Brothers, Inc. for the Joint and Crack Sealing of various County Roads. Gorman Brothers, Inc. is a vendor listed on the NYS Liquid Bituminous Material Contract PC#68076. The term of this contract will be from May 1 through November 30, 2020. Budget Line D5110.4075 Bridge and Road Material will be used for the contract amount not to exceed \$99,000.00.

This is the sixth year the County has used this method which will be applied to approximately 21 miles of highway and helps to extend the life of the road by 3 to 4 years.



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

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Department of Public Works

FROM: Karen Storm
Purchasing Agent

DATE: February 24, 2020

RE: Purchase of Liquid Bituminous Material

I am in receipt of your recommendation to purchase liquid bituminous material from New York State Contract.

As I have reviewed the New York State Office of General Services documentation under Group #31555, Award 23101, contract #PC68076, I concur that we are eligible to purchase liquid bituminous material from this contract at the pricing listed.

Please obtain the necessary contract approval from the Albany County Contract Board.



February 11, 2020

Mr. William Anslow
Albany County D.P.W.

Dear Bill:

The following is information regarding Cracksealing for Albany County:

NYS OGS Liquid Bituminous Materials (Joint and Crack Filler/Sealer) PC #68076. (Feb 2020, \$515/ton).

The pricing for Cracksealing **Type II Option 2 (D6690 Type II)** is as follows:

301-500 gallons per day-	\$16.29
<u>WZTC 2 way 301-500 gallons per day-</u>	<u>\$8.35</u>
Estimated Total Price per Gallon-	\$24.64

The pricing for approximately 4,000 gallons at \$24.64: **\$98,560**

Total Crackseal price not to exceed \$99,000

We look forward to working with you to make your 2020 project a success.

Thank you,

Dane Mellon

Dane Mellon

Gorman Guarantees workmanship and materials but is not responsible for failures due to inadequate sub base, poor drainage or the result of poorly prepared/treated shim. Damage to Gorman's equipment due to abandoned structure(s) may result in extra charges to the customer. Any alteration or deviation from the above specification or any change in the scope of the job involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate.

200 Church Street
Albany, NY 12202

e-mail: dmellon@gormanroads.com
cell: 518-378-1557

Tel: 518-462-5401
Fax: 518-462-1296



Office of General Services

Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: New Contact Information – Sealcoating, Inc. d/b/a indus

DATE: January 11, 2019 **AWARD #:** 23101 **GROUP #:** 31555

AWARD DESCRIPTION: Comprehensive Liquid Bituminous Materials
(All State Agencies and Political Subdivisions)

CONTRACT PERIOD: April 1, 2018 to March 31, 2020

CONTACT: Anthony Montes | 518-473-1354 | Anthony.Montes@ogs.ny.gov

CONTRACT NO.: PC68087

CONTRACTORS: Sealcoating, Inc d/b/a Indus

Contract users are advised that Sealcoating, Inc. (PC68087) has changed its name to Sealcoating Inc. d/b/a/ indus and modified its contact information. The Federal ID number and NYS Vendor ID number remain the same.

The contractors' new information is as follows:

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68087	SEALCOATING, INC. DBA indus 825 Granite Street Braintree, Massachusetts 2184	Toll-Free #: n/a Phone #: 781-428-3403 Contact: April Durant E-mail: april.durant@indusinc.com Web Site: www.indusinc.com	043520246 1100086105
	Business hours (M-F): 8:30am-4:00pm (Sat, Sun): n/a Accepts Procurement Card for orders from \$18,000		

Person to contact in the event of an emergency
occurring after normal business hours or on
weekend/holidays:

Toll-Free #: n/a
Phone #: (781) 589-1627
Contact: Dan Patenaude,
P.E.
E-mail: daniel.patenaude@indusinc.com

All terms and conditions of the current contract remain unchanged.



Contract Award Notification

Title:	Group 31555 – Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified) (All State Agencies and Political Subdivisions) Classification Code(s):30 NYS Contract Reporter Category/Classification: Construction, Horizontal – Highways & Roadways; Maintenance, repair & new construction
Award Number	: <u>23101</u> (Replaces Award 23001)
Contract Period	: April 1, 2018 to March 31, 2020 (Revised January 11, 2019, 2018)
Bid Opening Date	: December 21, 2017
Date of Issue	: April 1, 2018
Specification Reference	: SPEC-936 dated of issue December 7, 2016
Contractor Information	: Appears on Page 5 - 14 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Anthony Montes Title : Contract Management Specialist 2 Phone : 518-473-1354 E-mail : Anthony.montes@ogs.ny.gov	Procurement Services - Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

PR # 23101

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CONTRACTOR INFORMATION:

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68071	ALL STATES ASPHALT, INC. 325 Amherst Road, PO Box 91 Sunderland, MA 1375	Toll-Free #: 800-343-9620 x2430 Phone #: 413-665-7021 x2430 Contact: Alan L. Chicoine E-mail: achicoine@asmg.com Web Site: www.asmg.com	042216868 1000011021

Business hours (M-F): 8:00am-5:00pm
(Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: 866-322-2764
Phone #: 866-322-2764
Contact: Jason Massey
E-mail: jasonm@asmg.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68072	ANNSEAL, INC.	Toll-Free #: n/a	030435899
WBE	130 Main Street, Suite 3	Phone #: 607-797-3737	1000005228
SB	Johnson City, New York 13790	Contact: Doug Luke E-mail: tdarling@annseal.com Web Site: n/a	

Business hours (M-F): 7:00am-5:30pm
(Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 607-222-5815
Contact: Doug Luke
E-mail: tdarling@annseal.com

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68073	BOTHAR CONSTRUCTION LLC 170 East Service Rd Binghamton, New York 13901	Toll-Free #: n/a Phone #: 607-723-5012 ext.202 Contact: Karin O'Brien E-mail: karin@botharconst.com Web Site: n/a	161570429 1000008391
SB			
	Business hours (M-F): 8:00am-4:30pm (Sat, Sun): n/a Accepts Procurement Card for orders up to \$50,000		

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 607 723-5012 Office 607 343-5407 Cell
Contact: James O'Brien Jr.
E-mail: jimjr@botharconst.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68074	CALLANAN INDUSTRIES, INC. PO Box 15097 Albany, NY 12212-5097	Toll-Free #: 1-800-446-8649 Phone #: 518-225-2539 Contact: James M. Elacqua E-mail: james.elacqua@callanan.com Web Site: www.callanan.com	141539261 1000027416
	Business hours (M-F): 7:00am-5:00pm (Sat, Sun): Saturday Seasonal 7 am - noon at some locations; Sunday normally closed; call customer service for need		

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: 1-800-446-8649
Phone #: 518-225-2539
Contact: James M. Elacqua
E-mail: james.elacqua@callanan.com

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68075	CRAFCO, INC. 6165 West Detroit Street Chandler, Arizona 85226	Toll-Free #: 800-528-8242 Phone #: 610-264-7541 Contact: David Adams E-mail: david.adams@crafco.com Web Site: www.crafco.com	860324978 1000009735
	Business hours (M-F): (Sat, Sun):	8:00am-5:00pm n/a	
		Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays: Toll-Free #: n/a Phone #: 518-937-6956 Contact: Anthony Simone E-mail: anthony.simone@crafco.com	
<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68076	GORMAN BROS., INC. 200 Church Street Albany, New York 12202	Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Kim Wilson E-mail: kwilson@gormanroads.com Web Site: www.gormanroads.com	140704840 1000013676
	Business hours (M-F): (Sat, Sun):	8:30am-4:30pm n/a	
		Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays: Toll-Free #: n/a Phone #: 518-378-1112 Contact: Kim Wilson E-mail: kwilson@gormanroads.com	

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68077	HIGHWAY REHABILITATION CORP. 2258 Route 22	Toll-Free #: n/a Phone #: 845-278-9645	222355196 1000057419
SB	Brewster, New York 10509	Contact: Christine Magee E-mail: chris@highwayrehab.com Web Site: www.highwayrehab.com	

Business hours (M-F): 8:00am-5:00pm
(Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 845-278-9645
Contact: Christine Magee
E-mail: chris@highwayrehab.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68078	JULIEANN SHOVE INC DBA CHAMPION ASPHALT MAINTENANCE 5724 Eddy Ridge RD	Toll-Free #: n/a Phone #: 315-589-7953 Contact: Deborah Shove E-mail: championasphalt7953@yahoo.com	205160209 1000044369
SB	Williamson, New York 14589	Web Site: www.championasphaltny.com	

Business hours (M-F): 8:00am-5:00pm.
(Sat, Sun): upon request only
Accepts Procurement Card for orders from \$100 up to \$20,000
Vendor offers prompt payment discount: 2% / 10 days

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 315-589-7953
Contact: Deborah Shove

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68079	KINGS PARK ASPHALT CORP. 201 Moreland Rd Suite 2 Hauppauge, NY 11788	Toll-Free #: n/a Phone #: 631-543-7560 Contact: James Farino E-mail: kpijack@optonline.net Web Site: n/a	112829141 1000038022
SB			
	Business hours (M-F): (Sat, Sun):	6:30am to 3:30 pm n/a	
		Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays: Toll-Free #: n/a Phone #: 516-805-8075	

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68080	MAGIC SEAL LLC 2 North Shore Drive Hilton, New York 14468	Toll-Free #: n/a Phone #: 716-990-0400 Contact: Tina Baughman E-mail: Tina@magicsealonline.com Web Site: www.Magicsealonline.com	264142480 1100086142
WBE			
SB			
	Business hours (M-F): (Sat, Sun):	8:30am-4:30pm n/a	
	Accepts Procurement Card for orders up to \$50,000 Vendor offers prompt payment discount: 2% / 20 days		
		Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays: Toll-Free #: n/a Phone #: 716-990-0400 Contact: Tina Baughman E-mail: Tina@magicsealonline.com	

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68081	MAXWELL PRODUCTS INC. 650 South Delong Street Salt Lake City, UT 84104	Toll-Free #: n/a Phone #: 5184509820 Contact: Rick Stone E-mail: rstone@maxwellproducts.com Web Site: www.maxwellproducts.com	87-0319315 1100150193

Business hours (M-F): 8:00am-5:00pm
(Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 5184509820
Contact: Rick Stone
E-mail: rstone@maxwellproducts.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68082	MIDLAND ASPHALT MATERIALS INC. 640 Young Street Tonawanda, New York 14150	Toll-Free #: n/a Phone #: 716-692-0730 X 4418 Contact: Tim McNally E-mail: tmcnally@midlandasphalt.com Web Site: Midlandasphalt.com	260038619 1000017447

Business hours (M-F): 7:00am-5:00pm
(Sat, Sun): n/a

Accepts Procurement Card for orders up to \$50,000

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 716-479-7193
Contact: Tim McNally
E-mail: tmcnally@midlandasphalt.com

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68083	NEW ENGLAND ASPHALT SERVICES 508 Forest Rd Northford, Connecticut 6472	Toll-Free #: n/a Phone #: (845) 522-2839 Contact: Shawn Thom E-mail: shawn@empireemulsions.com Web Site: n/a	473176625 1100196756
	Business hours (M-F): (Sat, Sun):	7:00am-4:00 pm n/a	
		Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays: Toll-Free #: n/a Phone #: (845) 522-2839 Contact: Shawn Thom E-mail: shawn@empireemulsions.com	
<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68084	PECKHAM MATERIALS CORP. 763 Schoharie Turnpike Athens, New York 12015	Toll-Free #: n/a Phone #: 518-945-1120 Ext 250 Contact: Jeri Camputaro E-mail: jcamp@peckham.com Web Site: www.peckham.com	141470013 1000006732
	Business hours (M-F): (Sat, Sun):	8:00am-4:30pm n/a	
	Vendor offers prompt payment discount: 1% 10 Days		
		Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays: Toll-Free #: n/a Phone #: 518-821-0560 Contact: Joseph Wildermuth E-mail: jwild@peckham.com	

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68085	PECKHAM ROAD CORP. 375 Bay Rd. Queensbury, New York 12804	Toll-Free #: n/a Phone #: 518-792-3157 Contact: Mark Petramale E-mail: mpetr@peckham.com Web Site: www.peckham.com	133493213 1000006385

Business hours (M-F): 8:00am-4:30pm
(Sat, Sun): n/a
Vendor offers prompt payment discount: 1% 10 Days

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 518-225-8593
Contact: Mark Petramale
E-mail: mpetr@peckham.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68086	SEALCOAT U.S.A. INC. 79 Pembroke Dr. Yonkers, New York 10710	Toll-Free #: n/a Phone #: 914-439-3186 Contact: Ryan Landeck E-mail: ryan.landeck@gmail.com Web Site: www.sealcoatusa.com	30-0309733 1100003000

Business hours (M-F): 24/7
(Sat, Sun): 24/7
Accepts Procurement Card for orders up to \$50,000

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 914-961-3817
Contact: Raymond Landeck
E-mail: cvflo@aol.com

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68087	SEALCOATING, INC. DBA indus 825 Granite Street Braintree, Massachusetts 2184	Toll-Free #: n/a Phone #: 781-428-3403 Contact: April Durant E-mail: adurant@indusinc.com Web Site: www.indusinc.com	043520246 1100086105
	Business hours (M-F): 8:30am-4:00pm (Sat, Sun): n/a Accepts Procurement Card for orders from \$18,000		

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: (781) 589-1627
Contact: Dan Patenaude, P.E.
E-mail: dpatenaude@indusinc.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68088	SUIT-KOTE CORPORATION 1911 Lorings Crossing Rd Cortland, NY 13045	Toll-Free #: 800-622-5636 Phone #: 315-238-7053 Contact: Mike Murphy E-mail: mmurphy@suit-kote.com Web Site: www.suit-kote.com	161177189 1000007846
	Business hours (M-F): 7:30am-4:00pm (Sat, Sun): n/a Accepts Procurement Card for orders up to \$50,000		

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: 800-622-5636
Phone #: 607-591-9234
Contact: Ryan Dubois
E-mail: rdubois@suit-kote.com

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68089	TARVIA SEAL CORPORATION 6265 East Taft Road	Toll-Free #: n/a Phone #: 315-458-1399	161030010 1000015235
SB	North Syracuse, New York 13212	Contact: Cathy Meeker E-mail: tarviaseal@aol.com Web Site: www.tarviaseal.com	

Business hours (M-F):

Seasonal Business 7:30am- 4:30pm

(Sat, Sun):

Seasonal Business 7:30am- 2:00pm

Accepts Procurement Card for orders up to \$50,000

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a

Phone #: 315-374-0290

Contact: Robert Martino

E-mail: tarviaseal@aol.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68090	THOS H GANNON & SONS INC. PO Box 505 372 Middle Country Rd	Toll-Free #: n/a Phone #: 609-561-4161 x221	112280296 1000043171
SB	Middle Island, New York 11953	Contact: Walter Percy III E-mail: wpercyiii@asphaltpavingsystems.com Web Site: www.asphaltpavingsystems.com	

Business hours (M-F):

7:00am-5:00pm

(Sat, Sun):

n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a

Phone #: 516-903-7022

Contact: Pat Austin

E-mail: paustin01@hotmail.com

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68091	VESTAL ASPHALT, INC 201 Stage Road	Toll-Free #: n/a Phone #: 607 785 3393	161201418 1000007868
SB	Vestal, New York 13850	Contact: Colleen Watson E-mail: Contracts@vestalasphalt.com Web Site: www.vestalasphalt.com	

Business hours (M-F): 7:00am-5:00pm
(Sat, Sun): As requested
Accepts Procurement Card for orders up to \$50,000

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 607 341 2667
Contact: Jim Unkel
E-mail: junkel@vestalasphalt.com

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SECTION 1: HOW TO USE THE CONTRACT

1.1 Small, Minority and Women-Owned Businesses:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

1.2 Note to Authorized Users:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

1.3 Debriefing

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

1.4 Estimated Quantities

The historical dollar value for each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Agencies will be encouraged to purchase from Contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner.

SECTION 2: HOW TO USE THE CONTRACT

2.1 Introduction – Important Note

Using Agencies and Political Subdivisions can choose any of the contractors listed in this Contract Award Notification (Pages 5-14). Contractors not listed in this Contract Award Notification cannot be chosen or included in the Quick Quote process involving a purchase through this particular contract. Also the only items that can be purchased through this contract are the one listed in the price pages.

To look for a specific Liquid Bituminous Material Treatment, please refer to the price pages which are published as attachments in our website. These price pages contain the maximum price that the contractor can charge for each item.

2.2 Quick Quote Process

Using agencies will select the appropriate contractor to perform their particular treatment project, by following the Quick Quote process established within the contract (using the specific quick quote worksheet for that treatment).

A copy of the Quick Quote/Price Calculation Worksheet can be found at:
http://www.ogs.ny.gov/purchase/spg/lists/gp_315.asp

Once in there, click the corresponding Award # and go to the specific Quick Quote form for that treatment, to determine the contractor offering the most practical and economical alternative using the agency's form, function, and utility requirements. Agencies are encouraged to use the lowest bidder but if the lowest bidder is not selected, then the agency must prepare documentation for the procurement record explaining the action taken (i.e., the low contractor could not provide the product in the time frame required, contractor did not have the needed equipment, etc.).

Important Note: Users can purchase from any contractor listed in the price pages from any of the NYSDOT Regions/Counties. There are no purchasing restrictions by NYSDOT Region or by County when selecting a contractor. Users should consider all the closest listed awardees located in their county and all the counties around it (including the surrounding counties that fall in a different NYSDOT Region) before sending the included Quick Quote Form. The Quick Quote should be sent electronically (email) to all the selected awardees for their response.

During the course of the award, agencies may wish to try to obtain lower prices and Contractors may wish to lower their contract prices for various reasons, i.e., excess supply, slow business, etc. Each quick quote situation is unique and the price is firm for that particular project only. If bid security is a concern, the agency may require bids to be sealed and/or opened publicly.

The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Executive Agency through the Contract(s) contained in the Contract Award Notification, with the only exception for cases where the material is being picked up by the user (at the plant). In those cases, the use of the Quick Quote will be optional (at the user's discretion).

OGS also encourages the use of the Quick Quote by Non- Executive Agencies as a way to get the best pricing possible.

Agencies using the quick quote are required to award to the lowest responsive bid meeting the agency's requirements outlined in the requested quote. There are no negotiations permitted following the "Quick Quote" and prices cannot be changed once offered. If award is made to other than the lowest bid, the agency must prepare detailed documentation explaining the action taken for the failure to meet requirements. (i.e., the low Contractor could not provide the product in the time frame required, Contractor did not have needed equipment, etc.). This explanation along with the worksheets must be made a part of the procurement record.

Contractors are not required to lower prices when they receive a quick quote. They may quote the contract price. However, 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 during the quick quote process.

SECTION 2: HOW TO USE THE CONTRACT (Cont'd)

Quick Quote Process (Cont'd)

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), the user and the Contractor understand that the Project's Total Cost shown in the Quick Quote includes all the needed Price Adjustments for the month indicated in the Quick Quote (the month when the Quick Quote 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 the 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.

2.3 Frequently Asked Questions

May I buy from any contractor or do I have to choose only from the contractors listed in my DOT Region?

Using Agencies and Political Subdivisions can choose any of the contractors listed in this Contract Award Notification, without restrictions.

Is it allowed for a contractor listed in this Award to increase the price included in this Contract Award Notification?

At no time may a unit price (without the Price Adjustment) for a specific item exceed the unit price shown in this Contract Award Notification. However, the user should be aware that this unit price doesn't include the proper Price Adjustment(s) set by the pricing information clause for that treatment and the contractor is within his/her right to ask for that Price Adjustment.

Is the Quick Quote Worksheet mandatory when using this contract?

The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Executive Agency through the Contract(s) contained in this Contract Award Notification, with the only exception for cases where the material is being picked up by the user (at the plant). In those cases, the use of the Quick Quote will be optional (at the user's discretion).

OGS also encourages the use of the Quick Quote by Non- Executive Agencies as a way to get the best pricing possible.

2.4 Prevailing Wage Rates - Public Works and Building Services Contracts

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility, rejection of bid, suspension or termination of Contract.

For bidding purposes, the applicable Prevailing Wage Rate Schedule for this solicitation is PRC # 2017011180

IMPORTANT NOTE: Authorized Users MUST obtain a separate PRC # for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this bid is for information and evaluation purposes only.

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

For Prevailing Wage Updates, use the following DOL link:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

SECTION 3: PRICE PAGES and SPECIFICATIONS

3.1 Price Pages

See Price Pages for all Lots at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523101Can.htm>

Lot 1 – Asphalt Emulsions
Lot 2 – Chip Seal
Lot 3 – Cold Recycling
Lot 4 – Heater Scarification
Lot 5 - Microsurfacing and/or Quick Set Slurry Seal
Lot 6 - Paver Placed Surface Treatment – Conventional & Modified
Lot 7 - Joint & Crack Filler/Sealer and Mastic Repair Material

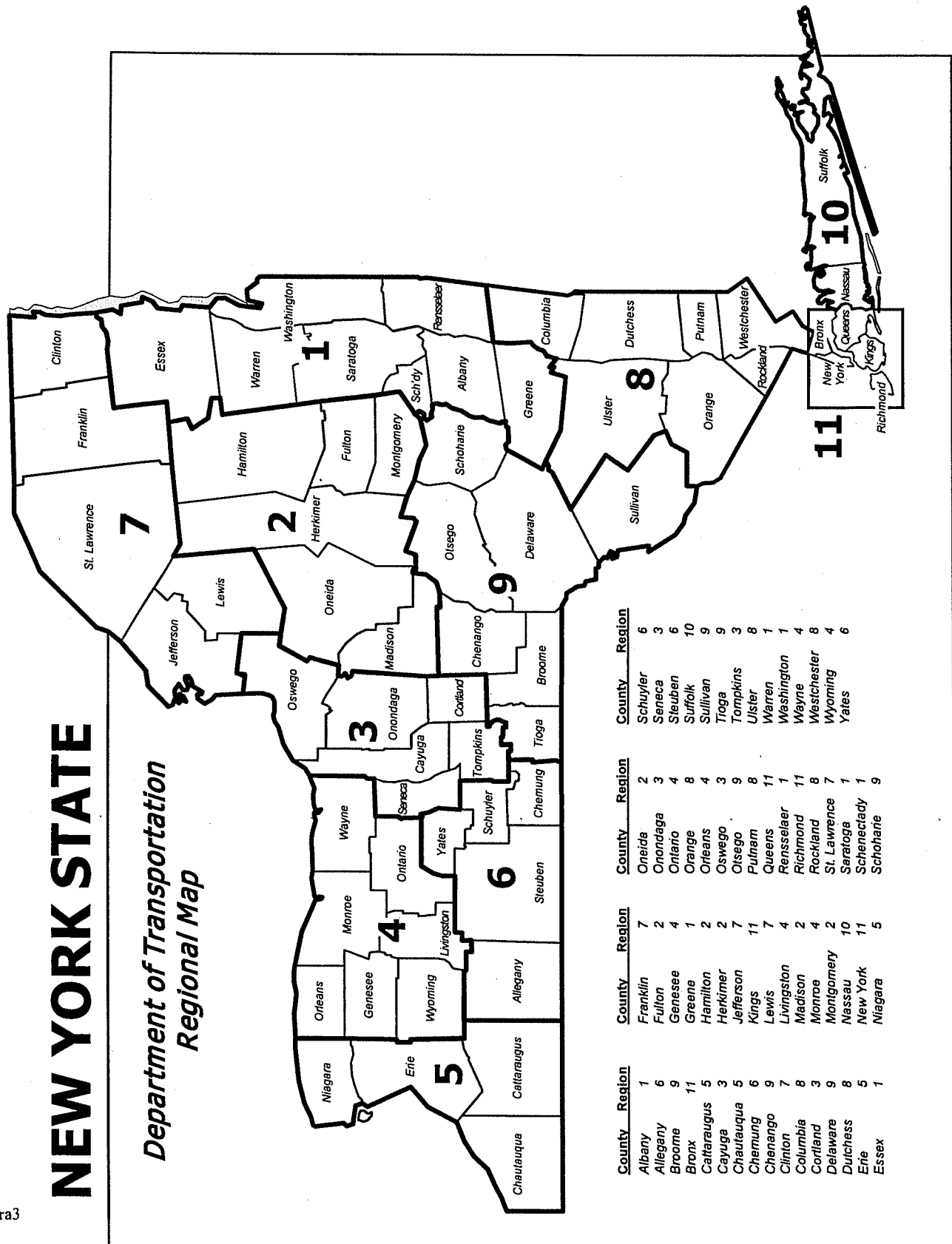
3.2 Specifications

Attachment 04 – Insurance
Attachment 09 – NYSDOT Work Zone Traffic Control Drawings
Attachment 10 – General Specifications
Attachment 11 – Detailed Specifications – Liquid Bituminous Materials
Attachment 12 – Group Specification #936

Note: All these documents can be found at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523101Can.htm>

SECTION 4: NYSDOT REGIONAL MAP



SECTION 5: CONTRACT ADMINISTRATION

5.1 Contract Administrator

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Contractor may submit a Contract Administrator change by submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail through the submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

SECTION 6: TERMS AND CONDITIONS

6.1 Contract Term and Extensions

The Contract will be in effect for a term of up to two (2) years. The Contract term shall commence after all necessary approvals and shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B, Contract Creation/Execution).

All OGS Centralized Contracts resulting from this Solicitation shall have a co-terminus end date. At the State's option, the Contract may be extended for three (3) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, Contract Term – Extension.

6.2 Short Term Extension

This section shall apply in addition to any rights set forth in Appendix B, Contract Term – Extension. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Materials

All materials shall be provided from a NYSDOT approved location except for Lot 7 - Joint & Crack Filler/Sealer and Mastic Repair Material.

All materials shall comply with the specifications in the following attachments:

Attachment 10 – General Specifications

Attachment 11 – Detailed Specifications – Liquid Bituminous Materials

Attachment 12 – Group Specification #936

6.4 Price Adjustments

For detail on Price Adjustments, refer to Attachment 10 – General Specifications.

6.5 Price Reductions

Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, Contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the use of the "Quick Quote" worksheet.

6.6 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

6.7 Price Structure

- a) If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Savings/Force Majeure.
- b) Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

6.8 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

6.9 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, Contract Invoicing.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing:

<https://bsc.ogs.ny.gov/content/vendor-information>.

6.10 Delivery

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the Contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services – Procurement Services.

It is the responsibility of the agency to ascertain quantities shipped are accurate to the delivery ticket. Each vehicle should be checked for product upon arrival and prior to departure.

6.11 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://nyspro.ogs.ny.gov/content/nys-emarketplace-1>

There are no fees required for a Contractor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6.12 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – Insurance Requirements which can be found at: <http://www.ogs.ny.gov/purchase/spg/awards/3155523101Can.htm>

Contractor shall provide Owners and Contractors Protective Insurance Coverage (OCP) coverage at the coverage limits set forth in this section if an Authorized User requests OCP in the Quick Quote. Contractors must state the cost for such coverage which will be included as part of the Total Cost per Project and evaluated accordingly by the Authorized User. Contractor does not need to either provide or buy the OCP until Contractor is notified by the Authorized User that Contractor’s Quick Quote resulted in an award. Contractor shall purchase the OCP within such time period as required by the Authorized User.

The charge for OCP insurance will be used to determine the lowest cost for the project. The OCP insurance required shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate. OCP requirements should be reviewed carefully.

6.13 Report of Contract Usage

Contractor shall submit the *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor. The three (3) reports are due no later than fifteen (15) days after the end of each report period as follows:

Report	From	To	Report Due Before
1st	04/01/2018	12/31/2018	01/15/2019
2nd	01/01/2019	08/31/2019	09/15/2019
3rd	09/01/2019	03/31/2020	04/15/2020

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

Report of Contract Usage (Cont'd)

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Report of Contract Usage contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

6.14 MWBE: Contractor Requirements and Procedures for Participation By New York State Certified Minority- And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

Equal Employment Opportunity (EEO)

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 – Staffing Plan
- C. To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- D. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")
1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
 2. Separate forms shall be completed by Contractor and all subcontractors.
 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- E. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

Contract Goals

- A. For purposes of this procurement, **OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs** as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- B. Good Faith Efforts
- Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:
1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
 2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

IV. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

6.15 SDVOB: Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>

Bidder/Contractor is encouraged to contact the Division of Service-Disabled Veteran's Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/default.asp>

6.16 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, Remanufactured, Recycled, Recyclable or Recovered Materials.

6.17 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

6.18 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

6.19 "OGS or Less" Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

6.20 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

6.21 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

6.22 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

6.23 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

6.24 Samples

A. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

B. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

C. Conformance with Samples Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

D. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.

E. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please email to: customer.services@ogs.ny.gov

OGS Procurement Services
Customer Services, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * * *

Request for Contract Approval	
Request ID #	5196
Contract #	5296
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date submitted	1/8/20
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	J. McBain, Inc.
Estimated Amount	\$99,999
Estimated Term	4/1/2020 - 3/31/2021
Scope of Services	1 YR Renewal option to Primary Contract#4850 (for 2019) w/J. McBain, Inc - for Electrical Repair / Construction Services for various County Buildings and County Projects.
Budget Line Item	AA1620
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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

March 9, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

The Department of General Services respectfully requests the approval of renewing contract #4850 with J. McBain, Inc. for emergency electrical services beginning April 1, 2020 through March 31, 2021.

This is the final year renewal pursuant to page four, Article 5 of contract #4850:

"At the end of this initial period, the parties may, by mutual agreement, renew the agreement for one (1) successive one-year period, with the same compensation and pricing described in the bid".

This is a not to exceed contract for \$99,999.00

Please do not hesitate to contact me if I can be of further assistance.

Thank you.



David M. Latina
Commissioner

DML:tas
Enclosure(s)

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND J. MCBAIN, INC.
FOR HOURLY RATE BASED ELECTRICAL REPAIR SERVICES

CONTRACT NO. 4850 FOR 2019

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 called the "County" or "Owner") and J. McBain, Inc., a New York corporation, with a principal place of business located at 2742 6th Avenue, Troy, New York 12180 (hereinafter called the "Contractor," and together with the County, may be referred to herein as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work on various Albany County facilities, said request having been designated RFB #2018-030, issued on January 3, 2015 and published on January 11, 2018 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on January 25, 2018 to provide electrical repair services on an hourly, as needed basis (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical repair 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 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 repair services requested by the County, and meet all of the requirements and provisions described in the RFB. The work, includes, but is 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 get 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 called "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 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.

2.4 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.

2.5 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter called "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 NINE HUNDRED AND NINETY NINE AND 00/100 DOLLARS (\$99,999.00) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The prices set forth 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

The term of this Agreement shall commence on April 1, 2019 and shall continue in effect through March 31, 2020. At the end of this period, the parties may, by mutual agreement, renew the Agreement for one (1) successive one-year period, with the same compensation and pricing described in the Bid.

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, 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. 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 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 policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. 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: _____

9/27/14

BY: _____



Daniel P. McCoy
County Executive

or

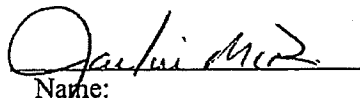
Philip F. Calderone
Deputy County Executive

J. MCBAIN, INC.

DATED: _____

9/4/19

BY: _____



Name:

President
Title:

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

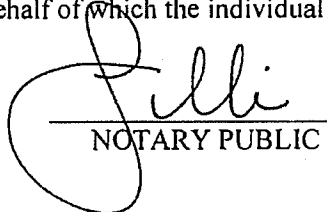
On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 27 day of September, 2019, before me, the undersigned, personally appeared Philip F. Calderone, 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.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023



NOTARY PUBLIC

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On the 4th day of September, 2019, before me, the undersigned, personally appeared Jaime McBan 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
LORIN MILAZZO
Notary Public, State of New York
No. 01MI6343892
Qualified in Rensselaer County
Commission Expires 6/20/22

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

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. Workers' Compensation Law § 220(8).

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

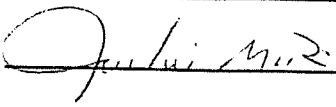
RE: **BID #2018-003**
Hourly Trade Labor Agreements for Various Trades

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2018-013 AND WILL HOLD
AWARDED BID PRICES THROUGH MARCH 31, 2021

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: J. McBAIRD Inc.
REPRESENTATIVE: JACKIE McBAIRD
TELEPHONE # 518-272-2374
FAX #: 518-272-3738
SIGNATURE: 

PLEASE RETURN THIS FORM BY EMAIL TO
pamela.oneill@albanycountyny.gov

Request for Contract Approval	
Request ID #	5197
Contract #	5297
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date submitted	1/8/20
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	Titan Roofing, Inc.
Estimated Amount	\$99,999
Estimated Term	4/1/2020 - 3/31/2021
Scope of Services	1 Yr Renewal Option to Primary Contract#4851 of 2019 w/ Titan Roofing Inc. for Emergency Roof Repair Services for Various County Buildings and County Projects
Budget Line Item	AA1620
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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

March 9, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

The Department of General Services respectfully requests the approval of renewing contract #4851 with Titan Roofing, Inc. for emergency roofing services beginning April 1, 2020 through March 31, 2021.

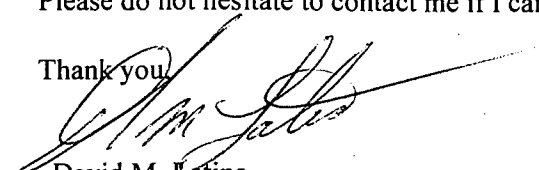
This is the final year renewal pursuant to page four, Article 5 of contract #4851:

"At the end of this initial period, the parties may, by mutual agreement, renew the agreement for one (1) successive one-year period, with the same compensation and pricing described in the bid".

This is a not to exceed contract for \$99,999.00

Please do not hesitate to contact me if I can be of further assistance.

Thank you,


David M. Latina
Commissioner

DML:tas
Enclosure(s)

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

RE: BID #2018-003
Hourly Trade Labor Agreements for Various Trades

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2018-013 AND WILL HOLD
AWARDED BID PRICES THROUGH MARCH 31, 2021

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

TITAN ROOFING INC.

REPRESENTATIVE:

ANTHONY PAZMINO

TELEPHONE #

(518) 235-1707

FAX #:

(518) 235-1753

SIGNATURE:

Anthony Pazmino

PLEASE RETURN THIS FORM BY EMAIL TO
pamela.oneill@albanycountyny.gov

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND TITAN ROOFING, INC.
FOR HOURLY RATE BASED ROOF REPAIR SERVICES

CONTRACT NO. 4851 FOR 2019

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 called the "County" or "Owner") and Titan Roofing, Inc., a Connecticut corporation registered to do business in New York State, with a principal place of business located at 200 Tapley Street, Springfield, Massachusetts 01104 (hereinafter called the "Contractor," and together with the County, may be referred to herein as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work on various Albany County facilities, said request having been designated RFB #2018-030, issued on January 3, 2015 and published on January 11, 2018 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on January 25, 2018 to provide roof repair services on an hourly, as needed basis (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid roof repair 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 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 roof repair services requested by the County, and meet all of the requirements and provisions described in the RFB. The work, includes, but is 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 get 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 called "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 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.

2.4 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.

2.5 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter called "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 NINE HUNDRED AND NINETY NINE AND 00/100 DOLLARS (\$99,999.00) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The prices set forth 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.

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The term of this Agreement shall commence on April 1, 2019 and shall continue in effect through March 31, 2020. At the end of this period, the parties may, by mutual agreement, renew the Agreement for one (1) successive one-year period, with the same compensation and pricing described in the Bid.

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- 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, 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. 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 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 policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. 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.

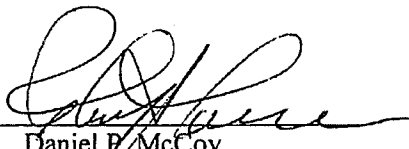
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

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: 7/27/19

BY: 

Daniel P. McCoy
County Executive

or

Philip F. Calderone
Deputy County Executive

TITAN ROOFING, INC.

DATED: 9/13/19

BY: 

Name: Shaun Edmunds Brook

Treasurer

Title:

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

On the ____ day of _____, 2019, 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 27 day of September, 2019, before me, the undersigned, personally appeared Philip F. Calderone, 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.

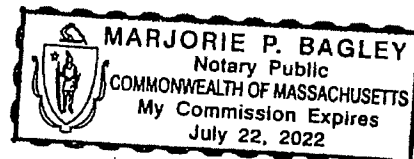
MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023

Lalli
NOTARY PUBLIC

STATE OF MA)
COUNTY OF Dampan) SS.:

On the 13th day of September, 2019, before me, the undersigned, personally appeared Shenna Palmira Brod 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.

Marjorie P. Bagley
NOTARY PUBLIC



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

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. Workers' Compensation Law § 220(8).

Request for Contract Approval	
Request ID #	5195
Contract #	5295
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date submitted	1/8/20
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	Harold R. Clune, Inc.
Estimated Amount	\$99,999
Estimated Term	4/1/2020 - 3/31/2021
Scope of Services	Secondary Contract - (1 Yr Renewal Option) - Primary Contract#4852 of 2019 w/ Harold R. Cline for Emergency Electrical Repair / Construction Services for Various County Buildings and County Projects.
Budget Line Item	AA1620
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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

March 9, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

The Department of General Services respectfully requests the approval of renewing contract #4852 with Harold R. Clune for emergency electrical services beginning April 1, 2020 through March 31, 2021.

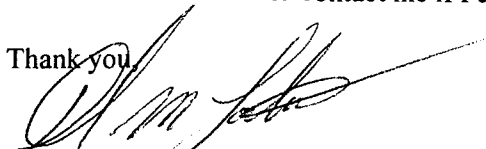
This is the final year renewal pursuant to page four, Article 5 of contract #4852:

"At the end of this initial period, the parties may, by mutual agreement, renew the agreement for one (1) successive one-year period, with the same compensation and pricing described in the bid".

This is a not to exceed contract for \$99,999.00

Please do not hesitate to contact me if I can be of further assistance.

Thank you,


David M. Latina
Commissioner

DML:tas

Enclosure(s)

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

RE: **BID #2018-003**
Hourly Trade Labor Agreements for Various Trades

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2018-013 AND WILL HOLD
AWARDED BID PRICES THROUGH MARCH 31, 2021
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

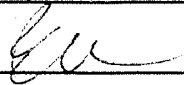
SUBMITTED BY:

VENDOR: HAROLD R. CLUNE, INC.

REPRESENTATIVE: BRIAN W. CLUNE

TELEPHONE # (518) 885-6199

FAX #: (518) 885-3640

SIGNATURE: 

PLEASE RETURN THIS FORM BY EMAIL TO
pamela.oneill@albanycountyny.gov

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND HAROLD R. CLUNE, INC.
FOR HOURLY RATE BASED ELECTRICAL REPAIR SERVICES

CONTRACT NO. 4852 FOR 2019

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 called the "County" or "Owner") and Harold R. Clune, Inc., a New York corporation, with a principal place of business located at 30 Prospect Street, Ballston Spa, New York 12020 (hereinafter called the "Contractor," and together with the County, may be referred to herein as the "[p]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work on various Albany County facilities, said request having been designated RFB #2018-030, issued on January 3, 2015 and published on January 11, 2018 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on January 25, 2018 to provide electrical repair services on an hourly, as needed basis (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical repair 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 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 repair services requested by the County, and meet all of the requirements and provisions described in the RFB. The work, includes, but is 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 get 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 called "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 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.

2.4 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.

2.5 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter called "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 NINE HUNDRED AND NINETY NINE AND 00/100 DOLLARS (\$99,999.00) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The prices set forth 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

The term of this Agreement shall commence on April 1, 2019 and shall continue in effect through March 31, 2020. At the end of this period, the parties may, by mutual agreement, renew the Agreement for one (1) successive one-year period, with the same compensation and pricing described in the Bid.

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.

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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.

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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, 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.

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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.

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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.

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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.

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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 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 policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. 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: _____

9/12/19

BY: _____



Daniel P. McCoy
County Executive

or

Philip F. Calderone
Deputy County Executive

HAROLD R. CLUNE, INC.

DATED: _____

9/10/2019

BY: _____



Name:

Brian W Clune/Sec Treas

Title:

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

On the ____ day of _____, 2019, 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 17 day of September, 2019, before me, the undersigned, personally appeared Philip F. Calderone, 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.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2027
STATE OF NY)
COUNTY OF Saratoga) SS.:

[Signature]
NOTARY PUBLIC

On the 10th day of Sept, 2019, before me, the undersigned, personally appeared Brian W Clune 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.

[Signature]
NOTARY PUBLIC

RITA DENISIO
NOTARY PUBLIC STATE OF NEW YORK
SCHENECTADY COUNTY
LIC. #01DE5085860
COMM. EXP. 9/29/21

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

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. Workers' Compensation Law § 220(8).



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH
COUNTY ATTORNEY
EUGENIA KOUTELIS CONDON
DEPUTY COUNTY ATTORNEY

MEMORANDUM

DATE: September 17, 2019

TO: Pia Lascaris

FROM: Thomas DeBose
Assistant County Attorney

Agreement Between the County of Albany
And Harold R Clune Inc
Contract No: 4852 of 2019

Attached herewith is one agreement(s) of the above referenced agreement.

Kindly forward the agreement to the contractor.

Thank you.

TD/TB
Enclosure

Request for Contract Approval	
Request ID #	5194
Contract #	5294
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date submitted	1/8/20
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	BPI Mechanical Services, Inc.
Estimated Amount	\$99,999
Estimated Term	4/1/2020 - 3/31/2021
Scope of Services	1 Yr Renewal Option to Primary Contract#4848 of 2019 w/BPI Mechanical Services, Inc. - on HVAC Repair Services for Various County Buildings and County Projects.
Budget Line Item	AA1620
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

 Andrew Joyce, Chairman
 Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

March 9, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

The Department of General Services respectfully requests the approval of renewing contract #4848 with BPI Mechanical Inc. for emergency HVAC services beginning April 1, 2020 through March 31, 2021.

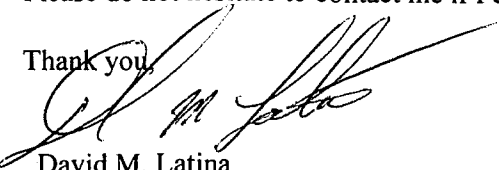
This is the final year renewal pursuant to page four, Article 5 of contract #4848:

"At the end of this initial period, the parties may, by mutual agreement, renew the agreement for one (1) successive one-year period, with the same compensation and pricing described in the bid".

This is a not to exceed contract for \$99,999.00

Please do not hesitate to contact me if I can be of further assistance.

Thank you,


David M. Latina
Commissioner

DML:tas

Enclosure(s)

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED HVAC REPAIR SERVICES

CONTRACT NO. 4848 of 2019

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 called 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 called the "Contractor," and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work on various Albany County facilities, said request having been designated RFB #2018-030, issued on January 3, 2015 and published on January 11, 2018 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on January 25, 2018 to provide HVAC repair services on an hourly, as needed basis (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid HVAC repair 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 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 repair services requested by the County, and meet all of the requirements and provisions described in the RFB. The work, includes, but is 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 get 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 called "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 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.

2.4 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.

2.5 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter called "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 NINE HUNDRED AND NINETY NINE AND 00/100 DOLLARS (\$99,999.00) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The prices set forth 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

The term of this Agreement shall commence on April 1, 2019 and shall continue in effect through March 31, 2020. At the end of this initial period, the parties may, by mutual agreement, renew the Agreement for one (1) successive one-year period, for a total of one (1) additional one-year term, with the same compensation and pricing described in the Bid.

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

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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].

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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.

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

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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 policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. 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.

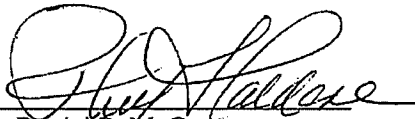
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

7/15/19

BY: _____



Daniel P. McCoy
County Executive

or

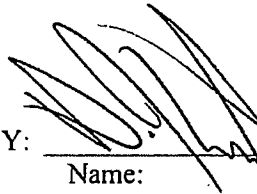
Philip Calderone
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: _____

7/8/19

BY: _____



Name: _____

PRES.

Title: _____

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

On the ____ day of _____, 2019, 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 15th day of July, 2019, before me, the undersigned, personally appeared Philip Calderone, 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.

Michael A. Lalli
NOTARY PUBLIC

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023

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

On the 8th day of July, 2019, 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 LIVINGSTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LI6371051
Qualified in Albany County
Commission Expires February 20, 2022

[Signature]
NOTARY PUBLIC

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

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. Workers' Compensation Law § 220(8).

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

RE: BID #2018-003
Hourly Trade Labor Agreements for Various Trades

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2018-013 AND WILL HOLD
AWARDED BID PRICES THROUGH MARCH 31, 2021

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

BPI MECHANICAL SERVICE

REPRESENTATIVE:

DANIEL KEATING

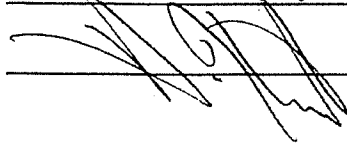
TELEPHONE #

518 362 8450

FAX #:

518 362 8435

SIGNATURE:



PLEASE RETURN THIS FORM BY EMAIL TO
pamela.oneill@albanycountyny.gov

Request for Contract Approval	
Request ID #	5193
Contract #	5293
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date submitted	1/8/20
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	BPI Mechanical Services, Inc.
Estimated Amount	\$99,999
Estimated Term	4/1/2020 - 3/31/2021
Scope of Services	Secondary Contract - (1 Yr Renewal Option) - Primary Contract#4849 of 2019 w/ BPI Mechanical Inc. - on Boiler Repair Services for Various County Buildings and County Projects
Budget Line Item	AA1620
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

 Andrew Joyce, Chairman
 Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

March 9, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

The Department of General Services respectfully requests the approval of renewing contract #4849 with BPI Mechanical Inc. for emergency boiler services beginning April 1, 2020 through March 31, 2021.

This is the final year renewal pursuant to page four, Article 5 of contract #4849:

"At the end of this initial period, the parties may, by mutual agreement, renew the agreement for one (1) successive one-year period, with the same compensation and pricing described in the bid".

This is a not to exceed contract for \$99,999.00

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas

Enclosure(s)

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICES, INC.
FOR HOURLY RATE BASED BOILER REPAIR SERVICES

CONTRACT NO. 4849 of 2019

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 called 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 called the "Contractor," and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work on various Albany County facilities, said request having been designated RFB #2018-030, issued on January 3, 2015 and published on January 11, 2018 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on January 25, 2018 to provide boiler repair services on an hourly, as needed basis (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid boiler repair 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 I. 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 services requested by the County, and meet all of the requirements and provisions described in the RFB. The work, includes, but is 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 get 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 called "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 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.

2.4 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.

2.5 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter called "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 NINE HUNDRED AND NINETY NINE AND 00/100 DOLLARS (\$99,999.00) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The prices set forth 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

The term of this Agreement shall commence on April 1, 2019 and shall continue in effect through March 31, 2020. At the end of this initial period, the parties may, by mutual agreement, renew the Agreement for one (1) successive one-year period, for a total of one (1) additional one-year term, with the same compensation and pricing described in the Bid.

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, 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. 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 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.

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

COUNTY OF ALBANY

DATED: _____

7/15/19

BY: _____



Daniel P. McCoy
County Executive

or

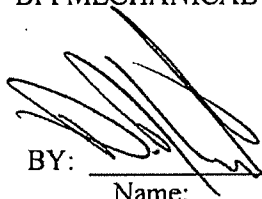
Philip Calderone
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: _____

7/18/19

BY: _____



Name: _____

PRES.

Title: _____

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 15 day of July, 2019, before me, the undersigned, personally appeared Philip Calderone, 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.



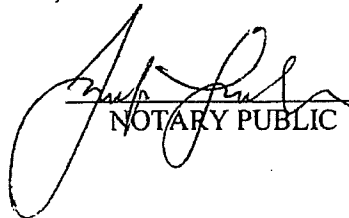
NOTARY PUBLIC

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2021

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

On the 8th day of July, 2019, 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 LIVINGSTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LI6371051
Qualified in Albany County
Commission Expires February 20, 2022



NOTARY PUBLIC

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

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. Workers' Compensation Law § 220(8).

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

RE: BID #2018-003
Hourly Trade Labor Agreements for Various Trades

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2018-013 AND WILL HOLD
AWARDED BID PRICES THROUGH MARCH 31, 2021

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

BPI MECHANICAL SERVICE

REPRESENTATIVE:

DANIEL KEATING

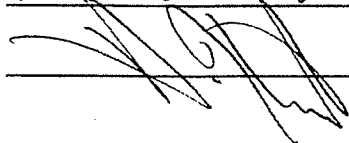
TELEPHONE #

518 362 8450

FAX #:

518 362 8435

SIGNATURE:



PLEASE RETURN THIS FORM BY EMAIL TO
pamela.oneill@albanycountyny.gov

Request for Contract Approval	
Request ID #	5192
Contract #	5292
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A1620 - Building Services
Date submitted	1/8/20
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	BPI Mechanical Services, Inc.
Estimated Amount	\$99,999
Estimated Term	4/1/2020 - 3/31/2021
Scope of Services	Secondary Contract - (1 yr Renewal Option) - Primary Contract#4853 of 2019 w/BPI Mechanical Inc. - on Plumbing Construction Services for Various County Buildings and County Projects
Budget Line Item	AA1620
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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

March 9, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

The Department of General Services respectfully requests the approval of renewing contract #4853 with BPI Mechanical Inc. for emergency plumbing services beginning April 1, 2020 through March 31, 2021.

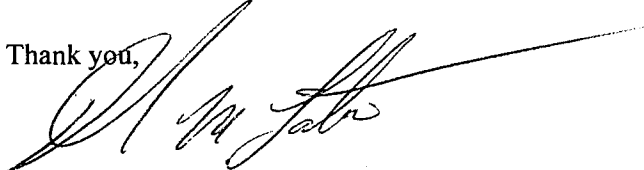
This is the final year renewal pursuant to page four, Article 5 of contract #4853:

"At the end of this initial period, the parties may, by mutual agreement, renew the agreement for one (1) successive one-year period, with the same compensation and pricing described in the bid".

This is a not to exceed contract for \$99,999.00

Please do not hesitate to contact me if I can be of further assistance.

Thank you,


David M. Latina
Commissioner

DML:tas

Enclosure(s)

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BPI MECHANICAL SERVICE, INC.
FOR HOURLY RATE BASED PLUMBING REPAIR SERVICES

CONTRACT NO. 4853 FOR 2019

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 called the "County" or "Owner") and BPI Mechanical Service, Inc., a New York corporation, with a principal place of business located at 95 Hudson River Road, Waterford, New York 12188 (hereinafter called the "Contractor," and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work on various Albany County facilities, said request having been designated RFB #2018-030, issued on January 3, 2015 and published on January 11, 2018 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on January 25, 2018 to provide plumbing repair services on an hourly, as needed basis (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid plumbing repair 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 I. 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 repair services requested by the County, and meet all of the requirements and provisions described in the RFB. The work, includes, but is 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 get 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 called "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 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.

2.4 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.

2.5 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter called "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 NINE HUNDRED AND NINETY NINE AND 00/100 DOLLARS (\$99,999.00) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The prices set forth 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

The term of this Agreement shall commence on April 1, 2019 and shall continue in effect through March 31, 2020. At the end of this initial period, the parties may, by mutual agreement, renew the Agreement for one (1) successive one-year period, with the same compensation and pricing described in the Bid.

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, 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. 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 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 policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. 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.

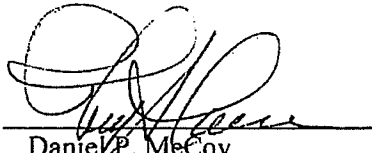
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

7/26/15

BY: _____



Daniel P. McCoy
County Executive

or

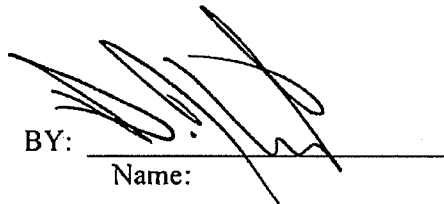
Philip F. Calderone
Deputy County Executive

BPI MECHANICAL SERVICES, INC.

DATED: _____

7/18/15

BY: _____



Name: _____

PRESIDENT

Title: _____

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

On the ____ day of _____, 2019, 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 26 day of July, 2019, before me, the undersigned, personally appeared Philip F. Calderone, 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.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2021

[Signature]
NOTARY PUBLIC

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

On the 18th day of July, 2019, 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 LIVINGSTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LI6371051
Qualified in Albany County
Commission Expires February 20, 2022

[Signature]
NOTARY PUBLIC

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

Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. Workers' Compensation Law § 220(8).

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

RE: BID #2018-003
Hourly Trade Labor Agreements for Various Trades

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2018-013 AND WILL HOLD
AWARDED BID PRICES THROUGH MARCH 31, 2021

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

BPI MECHANICAL SERVICE

REPRESENTATIVE:

DANIEL KEATING

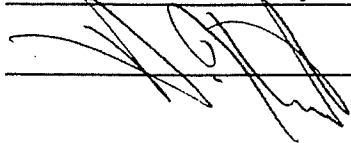
TELEPHONE #

518 362 8450

FAX #:

518 362 8435

SIGNATURE:



PLEASE RETURN THIS FORM BY EMAIL TO
pamela.oneill@albanycountyny.gov

Request for Contract Approval	
Request ID #	5364
Contract #	5464
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	D5020 - Highways-Engineering Division
Date submitted	2/26/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	Mercury Distributing
Estimated Amount	\$31,000
Estimated Term	Two Year (3/16/20-3/14/22)
Scope of Services	The purchase of Child Passenger Safety Seats. Term-1yr with 1yr renewal option.
Budget Line Item	DD5020
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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
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.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

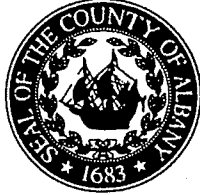
To: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: February 25, 2020

Re: Contract Request
The Purchase of Child Passenger Safety Seats
RFB #2020-033

The Public Works Department is requesting the approval to enter into an agreement with Mercury Distributing for the purchase of Child Passenger Safety Seats. Mercury Distributing is the low bidder on RFB #2020-033. The term of this contract will be for one (1) year (3/16/20-3/15/21) and upon mutual agreement, an optional one (1) year renewal (3/15/21-3/14/22). Budget Line D5020.4049 Special Programs will be used for the purchases and shall not exceed \$31,000.00 yearly.



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

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Karen Storm *Karen*
Purchasing Agent

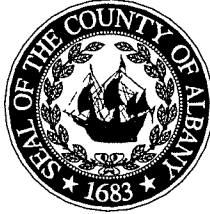
DATE: February 25, 2020

RE: RFB#2020-033

I am in receipt of your recommendation to award the aforementioned Request for Bids to Mercury Distributing.

As Mercury Distributing is the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner 

DATE: February 24, 2020

RE: RFB 2020-033
Child Passenger Safety Seats

Upon review of the two (2) bids that were received regarding Child Passenger Safety Seats, I would like to recommend the low bidder, Mercury Distributing, be awarded this bid.

If you have any questions, please feel free to contact my office.

LMR:ct

BID FORM

BID IDENTIFICATION:

Title: Child Passenger Safety Seats

Bid Number: 2020-033

COMPANY:

Western Reserve Distributing: DBA: Mercury Distributing

ADDRESS:

305 Lake Road

CITY, STATE, ZIP:

Medina, Ohio 44256

TEL. NO.:

1-800-815-6330

FAX NO.:

(330) 721-6799

FEDERAL TAX ID NO.:

82-056-3593

REPRESENTATIVE:

Nadine VanCamp

E-MAIL:

NYANCAMP@MERCURYDISTRIBUTING.COM

SIGNATURE AND TITLE

Nadine VanCamp

DATE

2-10-2020

BID FORM

BID IDENTIFICATION:

Title: Child Passenger Safety Seats
Bid Number: 2020-033

COMPANY: EVENFLO COMPANY, INC.

ADDRESS: P. O. BOX 1046

CITY, STATE, ZIP: CULLMAN, AL 35056

TEL. NO.: (800) 768-6077

FAX NO.: (800) 382-4565

FEDERAL TAX ID NO.: 31-1360477

REPRESENTATIVE: EVE MILLER

E-MAIL: EVENFLOSALES@WORLDSAFE.NET

SIGNATURE AND TITLE *Eve A. Miller* ACCOUNT MANAGER

DATE 2/18/20

Request for Contract Approval	
Request ID #	5336
Contract #	5436
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1345 - Purchasing - County Wide
Date submitted	2/19/20
Contact person	Shea, Maureen
Contact Phone	5184477142
Vendor	Unifirst Corp
Estimated Amount	\$58,395
Estimated Term	1 Year term with (2) One year renewal terms
Scope of Services	Contract is for Various County Departments for the rental and cleaning of uniforms: General Services, Public Works and the Water Purification District. Also Rental and cleaning of carpet runners for above departments and the Sheriff's Office.
Budget Line Item	DD5110 AA3110 AA1620 GG8130
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

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman of the Legislature
Hon. Bruce Hidley, County Clerk,

FROM: Karen A. Storm, Purchasing Agent *KAS*

DATE: March 3, 2020

RE: Contract Request ID #5336

The Purchasing Division respectfully requests approval of the referenced contract for Unifirst Corp to provide rental and cleaning of uniforms and carpet runners for various Albany County departments during the term of one year from the start date. Unifirst is the apparent low, responsible and responsive bidder.

Bid #2020-021 Rental & Cleaning of Uniforms Tabulation

Unifirst	Cintas
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Public Works/Weights & Measures

Shirts Blue or Tan

65% polyester 35% poplin Long sleeve	\$ 0.14	\$ 0.15
short sleeve	\$ 0.14	\$ 0.15
100% cotton Long sleeve	\$ 0.15	\$ 0.20
100% cotton Short sleeve	\$ 0.15	\$ 0.20

Industrial Pants Blue or Brown

65% polyester 35% cotton 7 1/2 oz. twill	\$ 0.15	\$ 0.16
100% cotton	\$ 0.15	\$ 0.28
Denim 100% cotton	\$ 0.17	\$ 0.24

Coveralls Blue

65% polyester 35% cotton	\$ 0.36	\$ 0.30
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Insulated Coveralls Blue

7.5 ounce poly/cotton insulated zip leg	\$ 0.46	\$ 0.35
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Winter Jackets Blue or Brown

65% polyester 35% cotton 7 1/2 oz. twill		
Hip length	\$ 0.36	\$ 0.32
Waist Length	\$ 0.36	\$ 0.32
Patches	\$ 1.50	\$ 2.00

General Services

Shirts White or Lt. Blue Security

65% polyester 35% cotton long sleeve	\$ 0.15	\$ 0.23
Short sleeve	\$ 0.15	\$ 0.23

Pants Black or Navy Cargo

65% polyester 35% cotton	\$ 0.15	\$ 0.16
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Laboratoary Coats Navy Blue

80/20 cotton poplin or combed	\$ 0.40	\$ 0.20
80/20 cotton poplin or combed Stock	\$ 0.40	\$ 0.20
Patches	\$ 1.50	\$ 2.00

Carpet Runners Black

3' x 5'	\$ 3.00	\$ 2.00
3' x 10'	\$ 4.50	\$ 4.22
4' x 6'	\$ 3.75	\$ 3.54
4' x 8'	\$ 4.80	\$ 4.80

Dust Mop Head 36"

	\$ 0.75	\$ 0.98
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Rags 50 lb. Box

	\$ 40.00	\$ 7.00
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COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2020-121

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

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

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Bid shall be addressed to:

Keith Plummer
157 Troy Schenectady Rd
Watervliet, N.Y. 12189
Phone: 518-274-9135

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2020-021

SECTION 1 – UNIFORMS

PUBLIC WORKS and WATER PURIFICATION DISTRICT:

Shirts:

Color: Blue or Tan

(1) 65% polyester 35% cotton poplin shirt with reinforced stress points for severe usage:

Long Sleeve \$.14 ea.

Short Sleeve \$.14 ea.

or

(2) 100% cotton shirt with reinforced stress points for severe usage:

Long Sleeve \$.15 ea.

Short Sleeve \$.15 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2020-021

Industrial Pants:

Color: Blue, Brown

- (1) 65% polyester 35% cotton, 7 ½ oz. Twill with heavy duty zipper, reinforced crotch and heavy weight pocketing front and rear.

\$.15 ea.

or

- (2) 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$.15 ea.

or

- (3) Denim 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$.17 ea.

Coveralls:

Color: Blue

- (1) 65% polyester, 35% cotton with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$.36 ea.

Insulated coveralls:

Color: Blue

- (1) 7.5 ounce poly/cotton with insulated zip leg

\$.46 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2020-021

PUBLIC WORKS (continued):

Winter Jackets:

Color: Blue or Brown

(1) 65% polyester, 35% cotton 7 ½ oz twill, quilted back lining, zippered front, pencil pocket on sleeve, adjustable cuff.

Hip length \$.36 ea.

Waist length \$.36 ea.

\$ 1.50 ea.

Patches:

GENERAL SERVICES:

Shirts:

Color: White and Light Blue Oxford Security shirts 65% polyester - 35% cotton with County of Albany approved security emblem on left sleeve and a large U.S. flag with gold trim on right sleeve

Long Sleeve \$.15 ea.

Short Sleeve \$.15 ea.

Pants:

Color: Black or Navy Cargo - 65% polyester - 35% cotton

\$.15 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2020-021

WATER PURIFICATION DISTRICT

Laboratory Coats:

Color: Navy Blue 5 oz. 80/20 poly/cotton poplin or combed cotton
Left chest pocket and 2 lower pockets \$.40 ea.

Patches: \$ 1.50 ea.

Color: Navy Blue: 65/35 poly/combed cotton twill 2 chest pockets
And 2 lower double pockets \$.40 ea.

50 lb. Box of Rags \$ 40.00 ea.

SECTION 2 – CARPET RUNNERS

Department of Public Works:
Color – Black

Quantity 11 – 3' x 10' runners \$ 4.50 ea.

Quantity 16 – 3' x 5' runners \$ 3.00 ea.

Quantity 7 – 4' x 6' runners \$ 3.75 ea.

Department of General Services:
Color – Black

Quantity 2 – 4' x 8' runners \$ 4.80 ea.

Quantity 9 – 4' x 6' runners \$ 3.75 ea.

Quantity 24 – 3' x 10' runners \$ 4.50 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2020-021

CARPET RUNNERS (continued)

Water Purification District:
Color – Black or Blue

Quantity 3 – 4' x 6' runners

\$ 3.75 ea.

Quantity 1 – 3' x 10' runners

\$ 4.50 ea.

Sheriff's Department E-911:
Color – Black

Quantity 3 – 4' x 6' runners

\$ 3.75 ea.

Quantity 1 – 4' x 8' runners

\$ 4.80 ea.

Sheriff's Department Clarksville:
Color – Brown

Quantity 2 – 3' x 5' runners

\$ 3.00 ea.

Quantity 4 – 3' x 10' runners

\$ 4.50 ea.

Quantity 12 – 4' x 8' runners

\$ 4.80 ea.

Sheriff's Department Voorheesville:
Color – Black

Quantity 2 – 3' x 5' runners

\$ 3.00 ea.

Quantity 4 – 3' x 10' runners

\$ 4.50 ea.

Quantity 12 – 4' x 8' runners

\$ 4.80 ea.

Quantity of 4 - 36" Dust Mop Head - To fit on frame owned by County

\$.75 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2020-021

PLEASE MAKE A NOTATION IF YOU DO NOT CARRY A PARTICULAR
SIZE CARPET AND WRITE IN THE CLOSEST SIZE MAT YOU CAN
SUPPLY

COMPANY: UniFirst Corp
ADDRESS: 157 Troy Schenectady Rd
CITY, STATE, ZIP: Watervliet, N.Y. 12189
TEL. NO.: 518-274-9135
FAX NO.: 518-274-0338
FEDERAL TAX ID NO.: 04-2103460
REPRESENTATIVE: Keith Plummer
E-MAIL: Keith.Plummer@UniFirst.com
SIGNATURE AND TITLE:  Corporate Manager
DATE: 2-7-20

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.

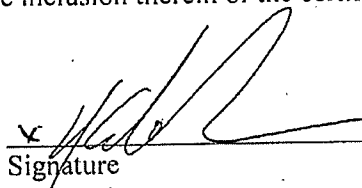
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets 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

2-7-20

Date


Signature

GENERAL MANAGER
Title

UNION FIRST CORP
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

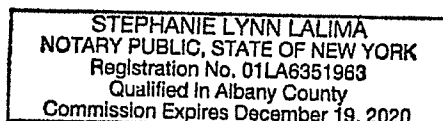
Qualified in _____

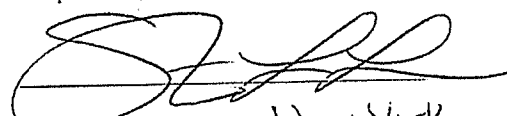
Commission Expires _____

If Corporation:

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

On this 7 day of February, 2020, before me personally appeared Keith Plummer to me known, who, being by me sworn, did say that he resides at (give address) 944 Route 24, Saratoga Springs, NY 12866; that he is the (give title) General Manager of the (name of corporation) Unifirst 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 New York

Qualified in Albany County

Commission Expires Dec 19, 2020

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 _____

FEIN # 04-2103460

County of: Albany)

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.

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

Title

Notary Public

Printed Name _____

Signature

Date _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Unifirst Corporation</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>04-2103460</i> 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 <i>151 Tray Schenectady Road, Watervliet, NY 12189</i>		7. TELEPHONE NUMBER <i>(518) 274-9135</i>	8. FAX NUMBER <i>(518) 274-0338</i>
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 <i>Keith Plummer</i> Title <i>GM</i> Telephone Number <i>(518) 274-9135</i> Fax Number e-mail <i>Keith.Plummer@Unifirst.com</i>			
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:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ 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 <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? ☐ Yes ☒ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax ☐ Yes ☒ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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.

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.

2-7-20
Date


Signature
General Manager
Title
Unifirst Corp.
Company Name

Public Works		Company Name		Qty /Week Option "a" Shop	Qty /Week Option "b" Shop	Qty /Week Option "a" Field	Qty /Week Option "b" Field	Shop a Cost Per week	Shop b Cost Per week	Field a Cost Per week	Field b Cost Per week
76 Employees + 23 DGS staff +23 Sewer Dist		Unifirst	Unit Price								
Shirts Blue or Tan	65% polyester 35% poplin Long sleeve		0.14	11	9	9	7	\$1.65	\$1.35	\$1.35	\$1.05
	short sleeve		0.14								
	100% cotton Long sleeve		0.15								
	100% cotton Short sleeve		0.15								
Industrial Pants Blue or Brown											
	65% polyester 35% cotton 7 1/2 oz. twill		0.15	11	9	9	7	\$1.43	\$1.35	\$1.35	\$1.05
	100% cotton		0.15								
	Denim 100% cotton		0.17								
Coveralls Blue											
	65% polyester 35% cotton		0.36	2	2		2	\$0.72	\$0.72		\$0.72
Insulated Coveralls Blue											
	7.5 ounce poly/cotton insulated zip leg		0.46	10 for 26 wk				\$3.60			
Winter Jackets Blue or Brown											
	65% polyester 35% cotton 7 1/2 oz. twill										
	Hip length		0.36			2	2		\$0.72	\$0.72	\$0.72
	Waist Length		0.36								
Total per option per week								\$7.40	\$3.18	\$3.42	\$2.70

A total of 127 employees at \$384.80 per year = \$48,869.60 Shop"a"
Total Per 3 Year Estimate \$146,608.80

NOTES

Shop employees may pick between shop option a or shop option b
Field employees may pick between field option a or field option b

General Services		Company Name		Quantity Per week	Cost per week per employee	Per Year x 52 wks	cost per yr. each employee
23 Employees		UniFirst	Unit Price				
Shirts White Security							
Long sleeve		\$	0.15	11	\$1.65	52	\$68.64
Short sleeve		\$	0.15	11	\$1.65	52	\$68.64
Pants Black Cargo							
65% polyester 35% cotton		\$	0.15	11	\$1.65	52	\$85.80
Cost Per Year					\$4.95	x 52 wks =	\$223.08
							x 23 employees =
							\$5,130.84
Laboratory Coats							
80/20 Cotton Poplin or Combed Cotton w/Patch			0.40	6	\$1.44	52	\$74.88
80/20 Cotton Poplin or Combed Cotton-Stock			0.40	0	\$0.00	10	\$4.00
Carpet Runners Black		Company Name		Quantity required	Cost per week	Per Year x 52 wks	Cost per year
		UniFirst	Unit Price				
3' x 5'		\$	3.00	16	\$48.00	52	\$2,496.00
3' x 10'		\$	4.50	36	\$162.00	52	\$8,424.00
4' x 6'		\$	3.75	54	\$202.50	52	\$10,530.00
4' x 8'		\$	4.80	4	\$19.20	52	\$998.40
							\$22,448.40
Rags 50 lb box		\$	40.00	16 - 20	Cost per Year = \$800.00		
Mop Heads		\$	0.75	144	Cost per Year = \$108.00		
Total three year contract estimated amount for Uniforms and carpet runners							
Total		\$	175,174.92				

General Services		Company Name		Quantity Per week	Cost per week per employee	Per Year x 52 wks	cost per yr. each employee
23 Employees		Cintas	Unit Price				
Shirts White Security	Long sleeve		0.23	11	\$2.53	52	\$183.04
	Short sleeve		0.23	11	\$2.53	52	\$183.04
Pants Black Cargo							
65% polyester 35% cotton			0.16	11	\$1.76	52	\$91.52
Cost Per Year					\$6.82	x 52 wks =	\$457.60 x 23 employees =
							\$10,524.80

Laboratory Coats			
80/20 Cotton Poplin or Combed Cotton w/Patch		0.20	6
80/20 Cotton Poplin or Combed Cotton-Stock		0.20	0
			10
			52
			\$62.40
			\$2.00

Carpet Runners Black		Company Name		Quantity required	Cost per week	Per Year x 52 wks	Cost per year
		Cintas	Unit Price				
3' x 5'			2.00	16	\$32.00	52	\$1,664.00
3' x 10'			4.22	36	\$151.92	52	\$7,899.84
4' x 6'			3.54	54	\$191.16	52	\$9,940.32
4' x 8'			4.80	4	\$19.20	52	\$998.40
							\$20,502.56

Rags 50 lb box	\$	7.00	16 - 20	Cost per Year = \$140.00
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Mop Heads	\$	0.98	144	Cost per year = \$141.12
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Total three year contract estimated amount for Uniforms and carpet runners

Total	\$	62,166.81	1 year
Total	\$	186,500.44	3 Year

Public Works		Company Name		Qty /Week	Qty /Week	Qty /Week	Qty /Week	Shop a	Shop b	Field a	Field b
76 Employees + 23 DGS staff +23 Sewer Dist		Cintas		Option "a"	Option "b"	Option "a"	Option "b"	Cost Per week	Cost Per week	Cost Per week	Cost Per week
Shirts Blue or Tan		Unit Price		Shop	Shop	Field	Field				
65% polyester 35% poplin Long sleeve	0.15	11	9	9	7			\$2.20	\$1.80	\$1.80	\$1.40
short sleeve	0.15										
100% cotton Long sleeve	0.20										
100% cotton Short sleeve	0.20										
Industrial Pants Blue or Brown											
65% polyester 35% cotton 7 1/2 oz. twill	0.16	11	9	9	7			\$1.43	\$2.52	\$2.52	\$1.96
100% cotton	0.28										
Denim 100% cotton	0.24										
Coveralls Blue											
65% polyester 35% cotton	0.30	2	2		2			\$0.60	\$0.60		\$0.60
Insulated Coveralls Blue											
7.5 ounce poly/cotton insulated zip leg	0.35	10 for 26 wk						\$3.60			
Winter Jackets Blue or Brown											
65% polyester 35% cotton 7 1/2 oz. twill			2		2				\$0.64	\$0.64	\$0.64
Hip length	0.32										
Waist Length	0.32										
Total per option per week								\$7.83	\$3.18	\$4.96	\$2.70
A total of 127 employees at \$407.16 per year = \$51,709.326 Shop"a"											
Total Per 3 Year Estimate \$155,127.96											

NOTES

Shop employees may pick between shop option a or shop option b
Field employees may pick between field option a or field option b

Request for Contract Approval	
Request ID #	5339
Contract #	5439
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1670 - Central Printing
Date submitted	2/21/20
Contact person	Latina, David
Contact Phone	7207
Vendor	Pitney Bowes
Estimated Amount	\$60,000
Estimated Term	60 months - 5 years
Scope of Services	5 Yr. Lease Agreement (\$999.78 per month for 60mo.) with Pitney Bowes -(New) SendPRO P3000 Solutions machine. Current lease has expired; a new machine/lease is required for efficiency for the County's Mailroom shipping & mailings. (Leases are an exception of competitive bidding. Purchasing has done their due diligence by shopping other contracts and vendors.)
Budget Line Item	AA1660
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
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

DAVID M. LATINA
COMMISSIONER

MARTIN V. MCCLUNE
DEPUTY COMMISSIONER

February 28, 2020

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
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, Joyce and Hidley:

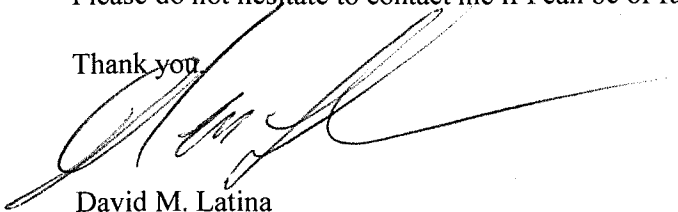
The Department of General Services respectfully requests the authorization of a contract with Pitney Bowes not to exceed **\$60,000**.

This contract is regarding a 5 year lease agreement (\$999.78 per month) with Pitney Bowes for the New SendPRO P3000 Solutions mailing machine. The current lease has expired, we are in need of a new machine/lease for the County's mailroom to run in an efficient manner, as shipping and mailings are a necessary part of the County's business.

Please note, leases are an exception of competitive bidding. Purchasing has done their due diligence by shopping other contracts and vendors.

Please do not hesitate to contact me if I can be of further assistance.

Thank you.



David M. Latina
Commissioner

DML:pl
Enclosure(s)

Price quotes for Mailing Machines

Qty of 2

Albany County Department of General Services Mail Room

Pitney Bowes

Metroland Business Machines (Neopost)

60 Months

60 Months

\$999.78

\$1,024.00

Total \$59,986.80

Total \$61,440.00

State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
ALBANY COUNTY GENERAL SERVICES			146002563		
Sold-To: Address					
112 STATE ST RM 610, ALBANY, NY, 12207-2068, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Pam O'Neill		(518) 447-7139		0011736397	
Bill-To: Address					
112 STATE ST RM 610, ALBANY, NY, 12207-2068, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	
Pam O'Neill		(518) 447-7139		0011736397	
				Bill-To: Email	
				pamela.oneill@albanycountyny.gov	
Ship-To: Address					
112 STATE ST RM 610, ALBANY, NY, 12207-2068, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
Donald Ballard		(518) 447-5562		0011736397	
PO #					

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW1	Differential Weighing Feature
1	1FW6	30lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APFB	Color Graphics Printing
1	APK2	SendPro P Series Basic Label Printer Pkg
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSH	Connect+ 220 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBM	SendPro P3000 Color Print Module
1	F9PG	PowerGuard Service Package
1	M9SS	Mailstream Intellilink Services

1	ME1D	Meter Equipment - P Series, HV
1	MP3X	Differential Weighing 15, 30 lb scales
1	MSD2	15" Color Touch Display
1	MT30	Platform Scale 30LB/12KG
1	MW90007	SendPro P Series Drop Stacker
1	NV21	InView Dashboard - 2 or more sites
1	NV90	InView Subscription
1	NVMB	InView Dashboard - Up to 2 Meters
	NVWE	InView Dashboard Set up & Training
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM3	SoftGuard for SendPro P3000
	SMS3	Mailing-MailerID Assistance Service
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard
1	SENDPROPSERIES	SendPro P Series
1	1FW1	Differential Weighing Feature
1	1FW6	30lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APFB	Color Graphics Printing
1	APK2	SendPro P Series Basic Label Printer Pkg
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSH	Connect+ 220 LPM Speed

1	AZBD	SendPro P3000 Series WOW
1	AZBM	SendPro P3000 Color Print Module
1	F9PG	PowerGuard Service Package
1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MP3X	Differential Weighing 15, 30 lb scales
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT30	Platform Scale 30LB/12KG
1	NV90	InView Subscription
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM3	SoftGuard for SendPro P3000
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 999.78	\$ 2,999.34

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☐ Purchase Power[®] transaction fees included
☒ Purchase Power[®] transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 2/20), which are available at <http://www.pb.com/statelocal/mv/terms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

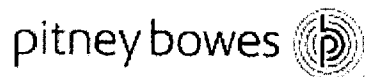
Robert Posson

robert.posson@pb.com

Account Rep Name

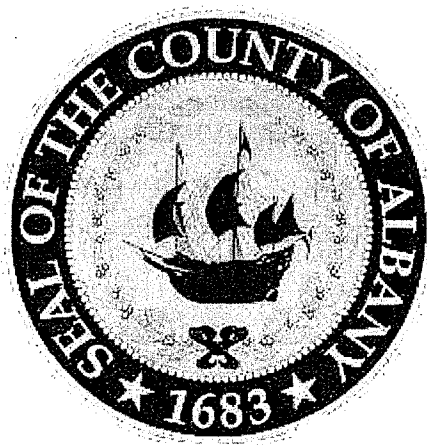
Email Address

PBGFS Acceptance



Updated: 02-10-2020

SendPRO P3000[®] Mailing Solution Quotation for

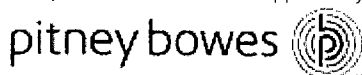


Albany County Central Services
112 State Street
Albany, NY 12207

Prepared By:

Robert Posson, Major Account Manager, State of New York & State of Vermont
Pitney Bowes, U.S. Mailing Solutions
Direct: 518.210.9245 Fax: 203.460.9059 | www.pb.com
robert.posson@pb.com

Every connection is a new opportunity™



Current Solution

(2) Connect + 3000 Automatic Digital Mailing Systems

with WOW - Weigh-on-the-Way & Shape Based Rating

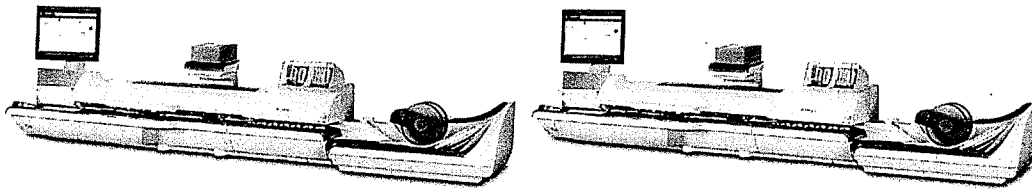
Up to 220 Letters Per Minute (NON-WOW)

Up to 170 Letters Per Minute (WOW Mode)

30lb. Integrated Mailing Scale & Power Stacker

100 Departmental INVIEW Analytics Accounting

Features: 3/4" Processing - "True Mixed Mail Processing"
Sealed & Unsealed, Open & Closed Flap Sealing



Current Cost:	60 Month Lease Plan	\$ 1,377.01 Per Month*
	Meter Rental	- Included -
	Maintenance	- Included -

*Billing is on Quarterly Cycle - \$ 4,131.03 Per Quarter.

Lease Agreement Expired on 12/29/2019.

February 2020 Special Client Loyalty Offer

(2) SendPRO P3000 Automatic Digital Mailing Systems

with WOW - Weigh-on-the-Way & Shape Based Rating

Up to 220 Letters Per Minute (NON-WOW)

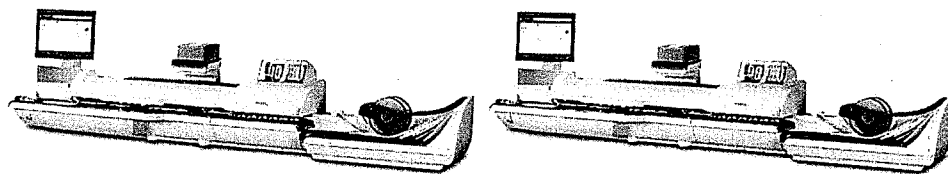
Up to 135 Letters Per Minute (WOW Mode)

100 Departmental INVIEW Analytics Accounting

Features: 3/4" Processing - "True Mixed Mail Processing"

Sealed & Unsealed, Open & Closed Flap Sealing

30lb. Integrated Mailing Scale & Power Stacker



60 Month State & Local Government Lease Plan \$ 999.78 Per Month*

Meter Rental & Subscription

- Included -

Maintenance

- Included -

Monthly Savings (\$ 1,377.01 - \$ 999.78) = \$ 377.23 Per Month

Annual Savings (\$ 377.23 x 12 Months) = \$ 4,526.76 Per Year

5 Year Savings (\$ 4,526.76 x 5 Years) = **\$ 22,633.80 Over 5 Yr Term**

*Prices are quoted monthly and will be invoiced quarterly.

Current Connect + 3000 Supplies are compatible with the NEW SendPRO P3000 Units.

Postage is easily transferred from current system to NEW SendPRO P3000 Units.

Delivery, installation, and operator training included.

Like all of our products and services, we stand behind them with our Pitney Bowes Customer Satisfaction Guarantee.

This quotation is effective until:

February 28, 2020

Robert Posson, Major Account Manager, Upstate New York & Vermont

Pitney Bowes, U.S. Mailing Solutions

Direct: 518.210.9245 Fax: 203.460.9059 | www.pb.com

robert.posson@pb.com

pitney bowes 

Customer Satisfaction Guarantee

Pitney Bowes Mailing, North America is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

Rate change protection

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence

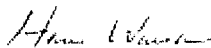
For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

Purchase Power® service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won't be satisfied until you are satisfied.



Harris Warsaw

Senior Vice President of Global Sales, Global SMB Solutions



Shipping & Mailing
Postage Meters

SendPro™ P3000

Set a new standard for performance.

Make critical gains in productivity and efficiency.

Shipping and receiving packages and sending daily letter mail are all a necessary part of doing business. Yet, these seemingly simple tasks can be complicated processes that demand proper attention.

The SendPro P3000 simplifies the process by integrating mailing, shipping and receiving into a single system. With this integration, the P3000 provides a simpler, more streamlined way to send letter mail and large envelopes as well as ship packages using your USPS®, FedEx® and UPS® business accounts. With the receiving application, you can accurately log all of your incoming packages' information so that you have a history of every package that has been delivered to your office.

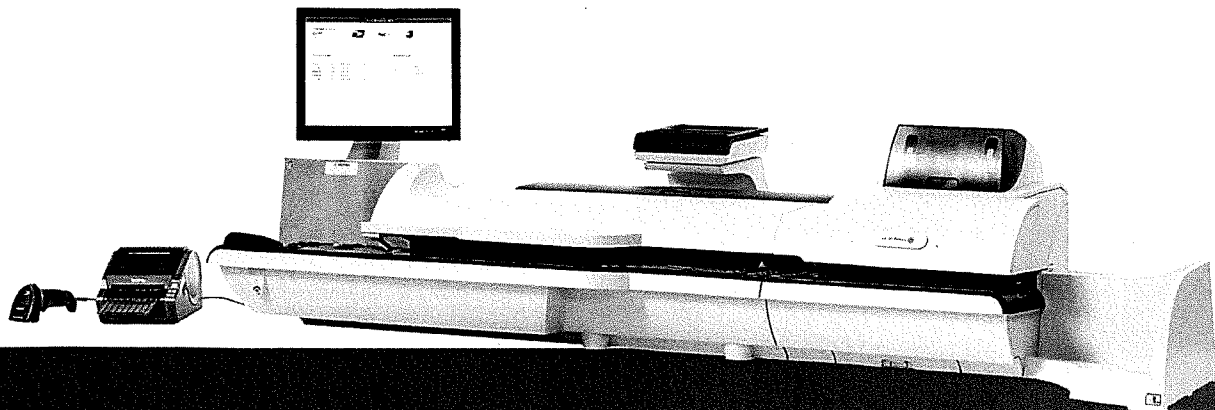
Plus, with sending costs rising and shipping becoming more complex, the SendPro P3000 can also quickly improve productivity and cost efficiency in your office.

Mail, ship and track with ease.

For letter mail, the SendPro 3000 will seal and print postage for mail up to 3/4" thick at up to 310 letters per minute.

With the Weigh-on-the-Way® feature, sorting mixed size mail is no longer necessary. The P3000 can process a stack of mixed size mail at up to 205 letters per minute applying the correct postage for each piece.

For package shipments, the P3000 allows you to review services provided by USPS, FedEx or UPS in order to pick which one is best for you. With the integrated scale and label printer, you can weigh, rate and ship right from your system. Now, you can get your packages delivered with the best cost and delivery options available.



For more information, visit us online: pitneybowes.com

Desktop shipping

The SendPro™ P3000 enables users outside the mail area to ship packages from their individual PCs. Office workers simply log in to send or track a package delivery. The optional integrated scale and label printer, allows your office staff to weigh rate and print professional shipping labels. No matter how many people in your office ship, equip them all with desktop capabilities that link to a central, controlled account that captures shipping history, carrier spend and package tracking details.

Manage inbound deliveries.

Automate and streamline the receipt and management of incoming packages using your P3000 and its integrated barcode scanner. The P3000 instantly logs package information, including carrier, recipient, sender, tracking number and date and time of receipt, keeping a history report of all your incoming packages so you know when each package was delivered. You also have the option to automatically alert the intended recipient with email notifications, making the entire process more accurate and efficient.

Simple user display

The modern, color touch screen display of the P3000 enables anyone in your office to pick the ideal service and complete each job quickly and accurately. The system guides the user with its easy-to-follow menus for processing mail and shipments with each of the three carriers: USPS®, FedEx® and UPS®.

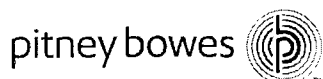
Flexible printing

The P3000 also gives you unique control over envelope printing. From any desktop PC, you can upload your graphics to print a business logo, return address, or promotional

message in full color on outbound envelopes. Print just one or print a thousand. The savings add up. Its quick changeover gives you printing flexibility and can eliminate the premiums you pay for special envelope stock.

Specifications

Max processing speed (letters per minute)	Four WOW/Non-WOW pairings: Up to 105/165 LPM, 135/220 LPM, 170/270 LPM, 205/310 LPM
Weigh-on-the-Way® (WOW®)	Standard: Up to 16 oz. (500 g). Shape based rating is automatic.
Shipping: USPS-approved IMPB label printing	Standard: Print USPS shipping labels from attached adhesive label printer using Commercial Base Pricing discounts.
Shipping: Integrated FedEx and UPS	Optional: FedEx and UPS with existing discounted business account. Print shipping labels from attached adhesive label printer
Shipping: Desktop access	Optional: Integrated scale and printer attach to any PC with a USB connection.
Receiving: Inbound Package Management	Included: Integrated software with reporting from base system. Optional: scanning hardware, number of recipients, email notification capability.
Full color printing	Optional: print return address, custom logo, or promotional message. CMYK @ 1200 dpi
Envelope sealing system	Pump-fed pad; open and closed flap feeding. Seal only mode.
Weighing (large envelopes and packages)	Optional: 5-10-15 lb small platform with stand; 15-30 lb tabletop platform; 70-149 lb shipping platform. Differential weighing – optional.
Postage accounting	Optional: Up to 100, 500, 1000, 2000, 3000 max accounts for postal meter analytics.
Expanded analytics	Optional: INVIEW® Analytics (web-based), Business Manager, SendSuite® shipping solutions
Package tape printing	Adhesive roll tape or gummed roll tape (for large envelopes and packages using non-discounted USPS Retail rates)
Color touch screen display	Standard: 10.2" (WSVGA); Optional: 15" detachable display (XGA)
Peripheral hardware options	Account barcode scanner, laser report printer, P3000 flats feeding guide, power stacker, portrait flats kit for a power stacker, wireless keyboard (for quick alpha-numeric entries)
Dimensions	61.5"L x 25.5"D x 24"H (with Basic Apps Display). Drop Stacker adds 12" to L. Power Stacker adds 31" to L. Color adds 6.5" to L. 15" Display adds 2" to H.



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