

Request for Contract Approval	
Request ID #	5377
Contract #	5477
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1450 - Board of Elections
Date submitted	4/14/20
Contact person	Bledi, Rachel
Contact Phone	(518) 487-5070
Vendor	Arnoff Moving & Storage
Estimated Amount	\$39,146
Estimated Term	1 year
Scope of Services	To provide services for the pick-up, delivery and return of electronic voting machines for use by the electorate during the , the Federal, State and Local Primary, to be held on Tuesday, June 23rd, 2020, between the hours of 6:00 AM and 9:00 PM and the General Election, to be held on Tuesday, November 3, 2020 between the hours of 6:00 AM and 9:00 PM.
Budget Line Item	AA1450
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Albany County Board of Elections

COMMISSIONERS OF ELECTION
Rachel L. Bledi (R)
Matthew J. Clyne (D)

260 S. PEARL ST.
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

DEPUTY COMMISSIONERS
Melissa Kermani (R)
Heidi Connors (D)

MEMO

TO: The Contract Administration Board

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

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

RE: 2020 Moving of Voting Machines

DATE: 04/14/2020

Please provide contract approval with Arnoff Moving & Storage to provide services for the pick-up, delivery and return of electronic voting machines for use by the electorate during the Federal, State and Local Primary, to be held on Tuesday, June 23rd, 2020, between the hours of 6:00 AM and 9:00 PM and the General Election, to be held on Tuesday, November 3, 2020 between the hours of 6:00 AM and 9:00 PM.

In the tabulation of bids received for RFB #2020-042, Arnoff was the most responsible bidder on the RFP.



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: Rachel Bledi, Commissioner
Matthew Clyne, Commissioner

FROM: Karen Storm *Karen*
Purchasing Agent

DATE: April 14 2020

RE: RFB#2020-042
NYS Contract Group#79004 Award#23140 Moving Services

I am in receipt of your recommendation to award the aforementioned Request for Bids#2020-042 Moving Services under the NYS Contract Group#79004 Award#23140 to Arnoff Moving and Storage in the amount not to exceed \$39,146.25.

As Arnoff Moving and Storage 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.

BID PROPOSAL

BID IDENTIFICATION:

Title: Moving of Voting Machines for Primary and General 2020 Elections
Bid Number: 2020-042

Presidential Primary Election
Tuesday April 28, 2020

\$ 20,415.97
(Total lump sum not to exceed cost)

Primary Election
June 23, 2020

\$ 20,415.97
(Total lump sum not to exceed cost)

General Election
November 3, 2020

\$ 18,730.25
(Total lump sum not to exceed cost)

*****Please note the June 23, 2020 primary election is tentative, it is unknown at this time if it will take place*****

COMPANY:

Arnoff Moving & Storage Inc.

ADDRESS:

1282 Ditchless Turnpike

CITY, STATE, ZIP:

Poughkeepsie, NY 12603

TEL. NO.:

802-246-3098

FAX NO.:

518-426-4229

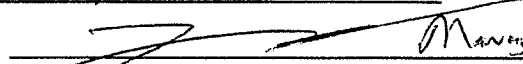
FEDERAL TAX ID NO.:

06-0803705

REPRESENTATIVE:

Todd C. Streamer

SIGNATURE AND TITLE

 Manager of Business Development

DATE

06-08-20

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

Authorized User
Address
City, State, Zip Code

BID PROPOSAL FORM

NOTE: Bid Proposal Form must be completed and signed.

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

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

**FACILITY SITE VISIT
VERIFICATION FORM**

I, ADD STRONG,
representing

(name)

ArcelorMittelland Storage Inc by personal examination of the
(company name)

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

260 South Pearl St Albany NY loc of Albany City Board of Health
(facility name and address)

on Friday February 28th 2020, at 11:30 am
(day and date) (time)

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

[Signature]
(company representative signature)
(date)

3/2/2020

FOR THE AUTHORIZED USER'S USE ONLY

Print Name: _____

Title: _____

Signature: _____

2020 General Election

☐ Contractor Name & PS #:

Arnoff Moving & Storage Inc PS# 68471

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snl/iss/ep_79004.asp

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

Hourly Rate for each Supervisor =
Number of Supervisors =
Total Amount (Supervisors) =

\$50.05
7 Number of Hours = 25.00
~~\$0.00~~ \$8,758.75

Helper (Mover)

Hourly Rate for each Helper (Mover) =
Number of Helpers (Movers) =
Total Amount (Helpers) =

Hourly Rate for each Helper (Mover) =
Number of Hours =
\$0.00

Packer

Hourly Rate for each Packer =
Number of Packers =
Total Amount (Packers) =

Hourly Rate for each Packer =
Number of Hours =
\$0.00

Driver

Hourly Rate for each Driver =
Number of Drivers =
Total Amount (Drivers) =

\$36.98
7 Number of Hours = 25.00
~~\$0.00~~ \$6,471.50

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck =
Number of Medium Trucks =

\$20.00
7 Number of Hours = 25.00

Total Amount (Medium Trucks) =

~~\$0.00~~ \$3,500.00

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks =

Number of Hours =

Total Amount (Large Trucks) =

\$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match

Hourly Rate for Electrician =

% up charge for Electrician =

Number of Hours =

Total Amount (Electrician) =

\$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter =

Number of Hours =

Total Amount (Carpenter) =

\$0.00

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

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

Medium Truck Overnight Storage Rate =

per Night

Number of Medium Trucks =

Number of Nights =

Total Amount (Medium Truck Overnight Storage) =

\$0.00

Large Truck Overnight Storage Rate =

per Night

Number of Large Trucks =

Number of Nights =

Total Amount (Large Truck Overnight Storage) =

\$0.00

2020 Primary Election

☐ Contractor Name & PS #: Arznoff Moving & Storage Inc PS# 68471

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/snl/lists/ep_79004.asp

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

Hourly Rate for each Supervisor = \$ 50.05
 Number of Supervisors = 7
 Total Amount (Supervisors) = \$ 9,547.04
22.25

Helper (Mover)

Hourly Rate for each Helper (Mover) = _____
 Number of Helpers (Movers) = _____
 Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer = _____
 Number of Packers = _____
 Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$ 36.48
 Number of Drivers = 7
 Total Amount (Drivers) = \$ 2053.44
22.25

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$ 20.00
 Number of Medium Trucks = 7

2020 Primary Election

Total Amount (Medium Trucks) =

~~\$0.00~~ \$3,815.00

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks =

Number of Hours =

Total Amount (Large Trucks) =

\$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match

Hourly Rate for Electrician =

% up charge for Electrician =

Total Amount (Electrician) =

Number of Hours =

\$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter =

Total Amount (Carpenter) =

Number of Hours =

\$0.00

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

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

Medium Truck Overnight Storage Rate =

Number of Medium Trucks =

Total Amount (Medium Truck Overnight Storage) =

Number of Nights =

\$0.00

Large Truck Overnight Storage Rate =

Number of Large Trucks =

Total Amount (Large Truck Overnight Storage) =

Number of Nights =

\$0.00

2020 Presidential Primary Election

☐ Contractor Name & PS #: Arcoff Moving & Storage Inc PS# 68471

Note: Hourly Rates offered in this Project Definition cannot exceed the Hourly Rates published by NYS OGS at https://www.ogs.ny.gov/purchase/enr/lis/ep_79004.asp

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

Hourly Rate for each Supervisor = \$50.05 Number of Hours = 22.25
 Number of Supervisors = 7
~~\$0.00~~ \$4,542.04
 Total Amount (Supervisors) =

Helper (Mover)

Hourly Rate for each Helper (Mover) = _____ Number of Hours = _____
 Number of Helpers (Movers) = _____
 Total Amount (Helpers) = \$0.00

Packer

Hourly Rate for each Packer = _____ Number of Hours = _____
 Number of Packers = _____
 Total Amount (Packers) = \$0.00

Driver

Hourly Rate for each Driver = \$36.98 Number of Hours = 22.25
 Number of Drivers = 7
~~\$0.00~~ \$7,053.94
 Total Amount (Drivers) =

Medium Truck (Not including Driver)

Hourly Rate for Medium Truck = \$20.00 Number of Hours = 22.25
 Number of Medium Trucks = 7

Total Amount (Medium Trucks) =

~~\$0.00~~ \$3,815.00

Large Truck (Not including Driver)

Hourly Rate for Large Truck =

Number of Large Trucks =

Number of Hours =

Total Amount (Large Trucks) =

\$0.00

Electrician and Carpenter Rate

(The hourly rate for either Electrician or Carpenter must be entered ONLY if the Authorized User required any of them in the Project Definition. The hourly rate to be entered should match

Hourly Rate for Electrician =

% up charge for Electrician =

Number of Hours =

Total Amount (Electrician) =

\$0.00

Hourly Rate for Carpenter =

% up charge for Carpenter =

Number of Hours =

Total Amount (Carpenter) =

\$0.00

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

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

Medium Truck Overnight Storage Rate =

per Night

Number of Medium Trucks =

Number of Nights =

Total Amount (Medium Truck Overnight Storage) =

\$0.00

Large Truck Overnight Storage Rate =

per Night

Number of Large Trucks =

Number of Nights =

Total Amount (Large Truck Overnight Storage) =

\$0.00

2020 Presidential Primary Election

<u>Ancillary Items</u>			
<u>Item/Size</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total Cost</u>
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<u>Total Amount (Ancillary Items) =</u>			\$0.00

Project Definition's Total Cost = 2020 Presidential Primary Election		\$0.00 \$29,415.47
Print Name JDD C. STREMBEL		Date 3/2/2020
Contractor Signature 		

NYS Mini Bid		
NYS Contract-Moving Services	Champion Moving and Storage	Arnoff Moving and Storage
	(sub contract is Don's Moving)	
Presidential Primary Election	\$ 13,739.35	\$ 20,415.87
Tuesday April 28, 2020		
Primary Election	\$ 13,739.35	\$ 20,416.00
Tuesday June 23, 2020		
General Election	\$ 13,739.35	\$ 18,730.25
Tuesday November 3, 2020		
	\$ 41,218.05	\$ 59,562.12

Request for Contract Approval	
Request ID #	5380
Contract #	5480
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	A1450 - Board of Elections
Date submitted	3/12/20
Contact person	Bledi, Rachel
Contact Phone	518-487-5070
Vendor	ES&S Election Systems & Software
Estimated Amount	\$81,285
Estimated Term	1 year
Scope of Services	The Albany County Board of Elections is seeking renewal of its annual agreement with ES&S to provide maintenance services for ES&S' proprietary Elections Management Software and Firmware as well as their voting machine equipment used by the Board of Elections to conduct elections. ES&S is the sole and exclusive developer and licensor of the ES&S software. The term of the agreement is 04/01/2020 to 03/31/2021.
Budget Line Item	AA1450
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 ELECTION
Rachel L. Bledi (R)
Matthew J. Clyne (D)

260 S. PEARL ST.
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 A.M. TO 4:30 P.M.
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM /VOTE/

DEPUTY COMMISSIONERS
Melissa Kermani (R)
Heidi Connors (D)

MEMO

TO: The Contract Administration Board:

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

CC: Dave Reilly, Deputy Commissioner of Management and Budget

RE: 2020 ES&S Maintenance Agreement

DATE: 03/12/2020

Please be advised that the Albany County Board of Elections is seeking renewal of its annual agreement with ES&S to provide maintenance services for ES&S' proprietary Elections Management Software and Firmware as well as their voting machine equipment used by the Board of Elections to conduct elections. ES&S is the sole and exclusive developer and licensor of the ES&S software. The term of the agreement is 04/01/2020 to 03/31/2021.

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

March 12, 2020

VIA ELECTRONIC MAIL

Rachel Bledi
Republican Commissioner
32 North Russell Rd.
Albany, New York 12207

**RE: Election Systems & Software, LLC. (“ES&S”) Hardware and
Software Maintenance and Support Services (“Maintenance
Services”)**

Dear Ms. Bledi:

This letter is in response to your request for information regarding ES&S’ Maintenance Services to be provided by ES&S to Albany County, New York (“County”). Such Maintenance Services shall be performed by ES&S or its authorized representatives. The Maintenance Services are to be performed for ES&S’ proprietary Election Management Software and Firmware (collectively, “ES&S Software”) as well as ES&S’ DS200, ES&S’ DS850 and ES&S AutoMark voting equipment (collectively, “ES&S Equipment”).

Please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all patents, copyrights and trademarks (“Intellectual Property”) in its proprietary ES&S Software. Further only ES&S can provide help desk support services for the ES&S Software as well as provide any and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software.

With respect to the ES&S Equipment, please be advised that ES&S owns all Intellectual Property associated with the ES&S Equipment. Further, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as all ES&S Equipment certified both at the federal and State level require the replacement of the same component parts which were included in the voting equipment at the time such voting equipment was certified. By utilizing ES&S for the performance of hardware maintenance services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration.

Rachel Bledi
March 12, 2020
Page: 2

In order for the County to receive Maintenance Services on the ES&S Software, the County must utilize ES&S for the performance of software maintenance services as ES&S is the sole and exclusive licensor of the ES&S Software. In addition, in order to ensure that only certified component parts are utilized in the repair and maintenance of the ES&S Equipment, it is necessary for the County to obtain such hardware maintenance services directly from ES&S as ES&S owns certain proprietary component parts which are installed in the ES&S Equipment.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Timothy J. Hallett
Associate General Counsel

cc: Judd Ryan – ES&S
Charles Laramy – ES&S

Invoice



Election Systems & Software, LLC

6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Invoice No	Page
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1112342	1
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Invoice date

1/8/2020

Bill To: Albany County, New York
Albany County Board of Elections
32 N Russell Rd
Albany, NY 12206-1321
US

Ship To: Albany County, New York
Albany County Board of Elections
32 N Russell Rd
Albany, NY 12206-1321
US

Order number	PO number	Account number
1204449	HMA/FMA/SMA 2020-2021 Coverage Period: 04/01/20-03/31/21	A40059

Item No.	Quantity ordered	Qty Shipped/Returned	Item price	UOM	Extended Total price
Description		Quantity on back order	Discount %		

Contract PC66394

/212120	1.00	1.00	17935.00	EA	
EMS Software License		0.00			17,935.00
/214000	190.00	190.00	60.00	EA	
AutoMARK Firmware Maintenance / & Support		0.00			11,400.00
/213100	200.00	200.00	75.00	EA	
DS200 Firmware Maintenance & / Support		0.00			15,000.00
/211409	190.00	190.00	105.00	EA	
AutoMARK Equipment Maintenance / & Support - Bronze		0.00			19,950.00
/211220	200.00	200.00	85.00	EA	
DS200 Firmware Maintenance & / Support - Bronze		0.00			17,000.00

Comments:

Sales amount:	81,285.00
Miscellaneous amount:	0.00
Freight:	0.00
Sales tax:	0.00
Subtotal:	81,285.00
Amount Received:	0.00

Payment terms: NET 90 DAYS

Total amount due:	81,285.00
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Request for Contract Approval	
Request ID #	5442
Contract #	5542
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	G8130 - Sewage Treatment
Date submitted	3/30/20
Contact person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor	Finch Waste CO, LLC
Estimated Amount	\$22,000
Estimated Term	2 years
Scope of Services	District to provide reserve treatment capacity for Finch Waste Co for the treatment and disposal of their facility's landfill leachate.
Budget Line Item	GG8130
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

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, P.E.
EXECUTIVE DIRECTOR

March 30, 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

**Re: Finch Waste Co LLC-Leachate Treatment
Contract Renewal**

Dear Mr. Messrs, McCoy, Joyce, Hidley

The Water Purification District (District) is requesting authorization to renew a contract with Finch Waste Co LLC (Finch), for the treatment of leachate from Finch's municipal solid waste landfill located at 19 Peters Road, Gansvoort, NY 12813. Under this agreement the District would provide reserve capacity for leachate treatment at the District's North Plant for an annual fee of \$22,000, which will be invoiced to Finch on a quarterly basis. Additionally any leachate that is discharged to the District by Finch will be charged at a rate of two (2) cents per gallon. The term of the contract being requested is for two (2) years with the option of a one (1) year extension.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director



Finch Waste Co LLC
424 Peters Road
Gansevoort NY 12831
Tel (518)636-2141

January 31, 2020

Mr. Angelo Gaudio
Executive Director
County of Albany Sewer District
P.O. Box 4187
Albany, New York 12204

RE: Finch Waste Co LLC Leachate Treatment

Dear Mr. Gaudio:

Finch Waste Co LLC would like to request entering into a new agreement with the Albany County Sewer District to continue the disposal of leachate from our Landfill. We request the new agreement continues with the same two conditions of the original agreement, reserving the right to dispose of leachate for an annual fee of \$22,000, paid quarterly, and a disposal rate of zero and 02/100 dollars (\$0.02) per gallon. In addition we request the agreement have the same two year term with a one year option to extend.

We look forward to continuing our relationship with Albany County Sewer District. Should you have any questions regarding this request, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren A. Harris IV".

Warren A Harris IV, P.E.
Sr District Manager

Attachments
/wah/lc
Cc: Steve Poggi

\\fpwc01\ShareAdmin\Leachate\Albany County\Correspondence\Albany County 2018 Request.docx

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND FINCH WASTE CO., LLC
FOR LEACHATE DISCHARGE AND TREATMENT AT THE
ALBANY COUNTY WATER PURIFICATION DISTRICT NORTH PLANT

CONTRACT NO. 4709 FOR 2019

THIS AGREEMENT is made by and between Albany County, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Finch Waste Co., LLC, a Delaware limited liability company, registered to do business in New York, with its principal place of business located at 1 Glen Street, Glens Falls, New York 12801 (hereinafter called the "LANDFILL;" and the County and the LANDFILL may be referred to herein as the "[p]arties").

WHEREAS, the LANDFILL is the owner of the Finch Municipal Solid Waste Landfill located at 19 Peters Road, Gansevoort, New York 12813;

WHEREAS, the LANDFILL has a need for a secondary/emergency leachate disposal location and has spoken with the Albany County Water Purification District (hereinafter called the "DISTRICT") about using the North Albany Wastewater Treatment Plant (hereinafter called the "North Plant") as said disposal location; and

WHEREAS, the DISTRICT has determined that its facilities are capable of accepting and treating controlled quantities of LEACHATE, without adversely affecting its plant or receiving water with its effluent discharge; and

WHEREAS, the LANDFILL seeks to secure an agreement with the DISTRICT, by and through the County, which would provide for the discharge and treatment of said LEACHATE at the North Plant of the DISTRICT; and

NOW THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

The following terms shall have the stated meanings whenever used in this AGREEMENT:

ARTICLE 1. DEFINITIONS

1.1 LEACHATE - shall mean for the purpose of this AGREEMENT an "Industrial Waste" generated at the LANDFILL. Any solid waste in the form of a liquid, including,

but not limited to, any suspended components in the liquid, that results from contact with or passage through solid waste.

1.2 BOD₅ - shall mean five day biochemical oxygen demand, that is, the quantity of oxygen required for the stabilization of the oxidizable organic matter after five days as determined by Standard Methods latest edition.

1.3 Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS) - shall be as defined and as determined by Standard Methods latest edition.

1.4 Interference - shall be defined in 40 CFR part 403.3 (1).

1.5 Pass Through - shall be as defined in 40 CFR Part 403.3 (n). ARTICLE II -

ARTICLE 2. GENERAL PROVISIONS

2.1 While it remains the LANDFILL is not on NYSDEC's Inactive Hazardous Waste Disposal Site in New York State and the LANDFILL has the authority and capacity to accept solid waste, the terms of this contract remains in effect. The requirements and conditions of this AGREEMENT are subject to change if this status/classification changes.

2.2 The LANDFILL, however, agrees to maintain the storage tank in good working order to store LEACHATE should the discharge of LEACHATE be required to be suspended for a period of time.

2.3 The composition of LEACHATE wastes discharged by the LANDFILL to the DISTRICT under this AGREEMENT shall only include LEACHATE wastes collected within the LEACHATE containment areas at the LANDFILL. The LANDFILL shall not discharge any other types of wastes to the DISTRICT pursuant to this AGREEMENT.

It is recognized by the parties that LEACHATE may contain contaminants, other than what is presently detected in the LEACHATE and as such should any such constituent cause "pass through" or "interference" with the operation of the DISTRICT's facilities, the DISTRICT may establish specific discharge limits for the same from the LANDFILL.

2.4 Recognized that the specific concentration of contaminants in the LEACHATE waste is variable in nature, the LANDFILL agrees to regulate the discharge of said contaminants to levels which will not result in the development of pass through or interference within the DISTRICT treatment facilities.

2.5 The DISTRICT agrees to accept, at the existing North Plant, an average monthly amount of LEACHATE containing no greater than ONE THOUSAND (1,000) pounds of BOD₅ per day.

2.6 The DISTRICT agrees to accept, at the existing North Plant, a maximum daily amount of LEACHATE containing no greater than ONE THOUSAND FIVE HUNDRED (1,500) pounds of BOD₅ per day.

2.7 The LANDFILL and the DISTRICT agree that the acceptable method to determine acceptable concentrations of LEACHATE for disposal at the DISTRICT will be through the sampling and analysis conducted by the LANDFILL (semi-annually) and submitted to the DISTRICT. When the LANDFILL collects and analyzes additional samples, the results shall be reported to the District. The DISTRICT may also require the collection of samples to be analyzed at the DISTRICT facility, at no cost to the LANDFILL.

ARTICLE 3. LEACHATE; RECORDS

3.1 The LANDFILL and DISTRICT agree that the required LEACHATE sample be comprised of a grab sample on a monthly basis. This sample must be representative of the entire volume of LEACHATE discharged.

3.2 The DISTRICT agrees to receive a collected grab sample from the LANDFILL and perform as required and/or deemed necessary by the DISTRICT, laboratory analysis for the determination of COD, BOD₅ and TSS.

3.3 The LANDFILL agrees to inform the DISTRICT as to the analytical results it is required to perform as per its 6 NYCRR Part 360 permit.

3.4 The LANDFILL agrees to allow the DISTRICT or its representatives, exhibiting proper credentials and identification, to enter the LANDFILL LEACHATE system, for the purpose of inspecting and/or sample collection.

3.5 The LANDFILL agrees to maintain records and allow the DISTRICT access to all records regarding the collection and disposal of LEACHATE for a minimum of three (3) years.

ARTICLE 4. FLOW MEASUREMENT

The LANDFILL, upon completion of each day's discharge, shall record the total volume of LEACHATE discharged. A summation sheet shall be provided to the DISTRICT at the end of each month on which discharge occurred.

ARTICLE 5. FEES; PAYMENT

5.1 In consideration of the terms and obligations contained in this AGREEMENT, the LANDFILL agrees to pay, and the County agrees to accept, an annual fee in the amount of TWENTY TWO THOUSAND AND 00/100 DOLLARS (\$22,000.00) to reserve the right to dispose leachate at the North Plant, and shall pay said annual fee on a quarterly basis.

5.2 In consideration of the terms and obligations contained in this AGREEMENT, the LANDFILL agrees to pay, and the County agrees to accept, a disposal rate of ZERO AND 02/100 DOLLARS (\$0.02) PER GALLON.

ARTICLE 6. FACILITIES OPERATION AND MANAGEMENT

6.1 Facilities and Operation - The LANDFILL has constructed and will continuously operate and maintain LEACHATE collection facilities and keep the same in good working order at all times.

6.2 Qualified Operator - The LANDFILL shall designate a qualified individual to oversee the sampling and discharge from the LEACHATE collection system.

6.3 Liaison - The DISTRICT shall designate one qualified individual to act as a liaison between the LANDFILL and the DISTRICT.

6.4 Sewer Use - The LANDFILL agrees to operate and maintain the facility in accordance with Local Law #F for 2008 and amendments thereto.

6.5 Emergencies - The LANDFILL shall notify the DISTRICT immediately of any abnormal or emergency conditions affecting the discharge, such as spills develop or cause to have developed spill prevention and counter measure control containment, as required by Local Law #F 2008. Said procedures shall be approved by the DISTRICT and shall be submitted with 60 days after executing this contract.

6.6 Modification of Discharge Limits - The DISTRICT reserves the right to decrease allowable discharge limitation in accordance with Local Law #F, 2008, pretreatment program regulations and SPDES permit limits and regulations. Any such modifications shall be in compliance with 40 CFR Part 403.18.

6.7 Review of Operation - The DISTRICT reserves the right to periodically inspect and review the operation of the LEACHATE collecting facilities and to request changes in operating procedures if it is deemed necessary and for good cause to protect DISTRICT operations and permit. Modification of requirements may justify renegotiation of this AGREEMENT.

6.8 The discharge of wastewater solids or wastewater sludges other than those normally present in the discharge from the LEACHATE collection system in their present state is prohibited.

6.9 Any modification of LANDFILL LEACHATE holding facilities as they presently exist shall be subject to the review of the DISTRICT.

ARTICLE 7. PERMIT AND APPROVAL

7.1 The LANDFILL agrees to obtain all required governmental approvals and permits

that pertains to LEACHATE disposal necessary to effectuate this AGREEMENT, including the payment of required fees for permit processing and approval.

7.2 The DISTRICT agrees to obtain all required governmental approvals and permits that pertain to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

7.3 In accordance with 40 CFR Part 403.5 the LANDFILL is prohibited to allow certain discharge to the DISTRICT, including, but not limited to:

- a. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.
- b. Pollutants which will cause corrosive structural damage to the POTW or its appurtenances, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.
- c. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;
- d. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- e. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104°F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- g. Pollutants which result in the presence of toxic gasses, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- h. Any trucked or hauled pollutants, except at discharge points designated by the POTW.
- i. Leachate with a pH less than 5.5 s.u. or greater than 10.0 s.u.

ARTICLE 8. FACILITIES SHUTDOWN

The LANDFILL agrees that it will terminate the discharge of LEACHATE wastes, when

such discharge might cause interference or pass through at the DISTRICT's treatment facility; or cause a SPDES permit violation.

ARTICLE 9. TERM OF AGREEMENT

This Agreement shall be mutually binding upon both parties for a term of one (1) year, commencing March 9, 2019 and ending March 8, 2020.

ARTICLE 10. INDEMNIFICATION

Where applicable to the discharge of LEACHATE; the LANDFILL shall defend, indemnify, and save harmless the County, its employees, and its 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 LANDFILL, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 11. MODIFICATION OR AMENDMENT TO AGREEMENT

This AGREEMENT shall be amended immediately by either party when necessary to meet Federal, State, and/or Local regulatory requirements. Should the DISTRICT be required to amend Albany County Sewer District's Local Law Number 1, 1984, both parties reserve the right to re-negotiate this AGREEMENT.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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

On the ____ day of _____, 20____, 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 29 day of March, 2019, before me, the undersigned, personally appeared Phillip 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.

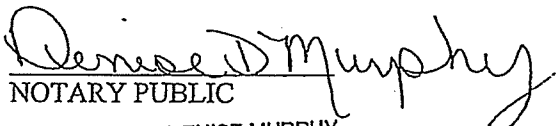


NOTARY PUBLIC

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 19 day of March, 20____, before me, the undersigned, personally appeared Warren Harris IV, 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

DENISE MURPHY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN SARATOGA COUNTY
REGISTRATION NO. 01MU4867899
MY COMM. EXPIRES 08/18/2022

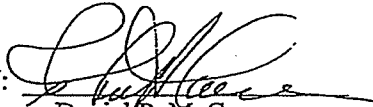
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed the day and year first indicated below.

DATED: _____

3/29/19

COUNTY OF ALBANY

BY: _____



Daniel P. McCoy

Albany County Executive

or

Philip F. Calderone

Deputy County Executive

DATED: _____

FINCH WASTE CO., LLC

BY: _____



Name

Sr. District Manager

Title

Request for Contract Approval	
Request ID #	5451
Contract #	5551
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	G8130 - Sewage Treatment
Date submitted	4/7/20
Contact person	Gaudio, Angelo
Contact Phone	518 447-1611
Vendor	Koester Associates
Estimated Amount	\$85,000
Estimated Term	1 year + 1 year renewal
Scope of Services	Supply Vogelsang pump parts
Budget Line Item	GG8130
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

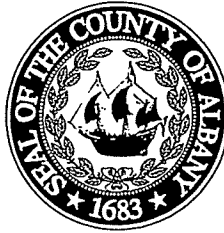
For Contract Board Use:

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
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, P.E.
EXECUTIVE DIRECTOR

April 7, 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

**Re: RFB #2020-047-Vogelsang Pump Parts
Contract Award - Koester Associates**

Dear Mr. Joyce

The Water Purification District in response to the above subject RFB is requesting approval to award the supply of Vogelsang pump parts to Koester Associates. The contract will be in the amount of \$85,000 and the term will be for a one (1) year period with the option of a one (1) year extension.

Koester was the only responsible bidder for this RFB.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

BID FORM**BID IDENTIFICATION:**

Title: Vogelsang Pump Parts
Bid Number: 2020-047

Model # VX136-210H4QD (Serial #'s BJD71180140 & BJD71180230)
Rota-Cut Grinders Model # RPK1135 (Serial #'s ECA31222397 & ECA31222402)

SECTION I

Part number	Description	Price Each
GFL421 N1.M9	Screen RCQ-33 Medium	1200.00
ZDFD.390.0135	Poly cord	.66
NSP.033.E	Dowel Pins	4.00
GSM.005	Blades 8mm (single blades not 4 pack)	170.00
GDS.002.V1	Kit O-rings (Pretension for ACC for piston)	12.00
11.0008577	Rota-cut Mechanical Seal Kit	480.00
11.000036	Cutter Screen Kit	1964.00
11.000015	Lobe kits for two pumps	2057.00
11.000303	Ware plates front and back	636.00

SECTION II

For items not specified on Section I, please quote either a discount from manufacturer or a markup from your cost.		
Discount		%
Markup		%

COMPANY:KOESTER ASSOCIATES**ADDRESS:**3101 SENECA TPK**CITY, STATE, ZIP:**CANASTOTA NY 13032**TEL. NO.:**315-697-3800**FAX NO.:**315-697-3888**FEDERAL TAX ID NO.:**16-1383017**REPRESENTATIVE:**ROBIN MEAD**SIGNATURE AND TITLE:**Rob Mead PARTS COORDINATOR**DATE:**3-23-20

BF3



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Water Purification District

FROM: Karen Storm *K. Storm*
Purchasing Agent

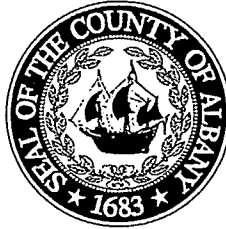
DATE: April 6, 2020

RE: RFB #2020-047, Vogelsang Pump Parts

I am in receipt of your recommendation to award the aforementioned Request for Bids to Koester Associates in the amount of \$85,000.00.

As Koester Associates 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
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
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COMMISSION
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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-2020-047 Vogelsang Pump Parts
Date: April 6, 2020

The Water Purification District recommends award of RFB-2020-047 Vogelsang Pump Parts to the sole bidder, Koester Associates Inc. for a total not to exceed amount of \$85,000.00.

I contacted Robin Mead from Koester regarding the discount/markup of parts not specified and she submitted a revised bid form to include a 0% discount/markup amount.

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

Part number	Description	Price Each
GFL421 N1.M9	Screen RCQ-33 Medium	\$ 1,200.00
ZDFD.390.0135	Poly cord	\$ 0.66
NSP.033.E	Dowel Pins	\$ 4.00
GSM.005	Blades 8mm (single blades not 4 pack)	\$ 170.00
GDS.002.V1	Kit O-rings (Pretension for ACC for piston)	\$ 12.00
11.0008577	Rota-cut Mechanical Seal Kit	\$ 480.00
11.000036	Cutter Screen Kit	\$ 1,964.00
11.000015	Lobe kits for two pumps	\$ 2,057.00
11.000303	Ware plates front and back	\$ 636.00

SECTION II

For items not specified on Section I, please quote either a discount from manufacturer or a markup from your cost.

Discount	0%
Markup	0%

Request for Contract Approval	
Request ID #	5390
Contract #	5490
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance Roads Buildings
Date submitted	3/19/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	Various as per attached spreadsheet
Estimated Amount	\$48,000
Estimated Term	12 Months (5/1/20-4/30/21)
Scope of Services	The Award of the Asphalt Material Only Bid #2020-004 For the Purchase of Asphalt Materials for County Road Maintenance.
Budget Line Item	DD5110
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 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: March 19, 2020

Re: RFB #2020-004 Asphalt Material Only Bid

The Public Works Department respectfully requests approval of awards for the 2020 Asphalt Material Only Bid (RFB #2020-004) as per the attached highlighted spreadsheets. The term of this award is for one (1) year (5/1/20-4/30/21) and shall not exceed \$48,000.00.

The various asphalt items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair.

The Albany County Purchasing Department puts this bid out with a mileage cost factored in per Division/Town to obtain the best cost effective prices for the pickup of each product.

This is a Cooperative Bid open to all Town Highways and the City of Albany to use.

Please contact my office if further information is needed.



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: Scott Duncan, Deputy Commissioner
DPW

FROM: Karen Storm 
Purchasing Agent

DATE: March 19, 2020

RE: RFB#2020-004 Asphalt Concrete

I am in receipt of your recommendation to award the aforementioned Request for Bids to the highlighted vendors for each district.

As the vendors highlighted are the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: Karen Storm, Purchasing Agent

From: Scott Duncan, Deputy Commissioner

Date: March 19, 2020

RE: RFB #2020-004 Asphalt Materials Only

I have reviewed the bid results for the above referenced RFB. I would like to recommend as per the attached highlighted spreadsheets.

If you have any questions or further information is needed, please let me know.

BID # 2020-004 Asphalt Materials

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Scher	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rennselaer
Item	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mileage
403.11 Type 1 Base	\$ 58.73	\$ 51.21	\$ 53.32	\$ 74.36	\$ 55.92	\$ 55.42		\$ 63.53	\$ 47.42
403.13 Type 3 Binder	\$ 59.73	\$ 53.71	\$ 54.32	\$ 77.86	\$ 57.92	\$ 57.92		\$ 65.53	\$ 50.67
403.15 Shim Course	\$ 88.23	\$ 81.21	\$ 82.82	\$ 99.36	\$ 82.42	\$ 85.42		\$ 78.53	\$ 69.42
403.16 Type 6 Top	\$ 61.38	\$ 57.36	\$ 55.97	\$ 81.36	\$ 61.67	\$ 60.42		\$ 69.53	\$ 56.67
403.1701 Type 6F Top (High Marshall Design)	\$ 61.38	\$ 57.36	\$ 55.97	\$ 83.36	\$ 61.67	\$ 60.42		\$ 69.53	\$ 57.92
403.18 Type 7 Top	\$ 64.43	\$ 59.41	\$ 59.02	\$ 84.36	\$ 65.92	\$ 64.42		\$ 73.53	\$ 57.92
403.1901 Type 7F (High Friction Design)	\$ 64.43	\$ 59.41	\$ 59.02	\$ 86.36	\$ 65.92	\$ 64.42		\$ 73.53	\$ 57.92
403.21 Asphalt Concrete Truing & Levelling	\$ 64.43	\$ 59.41	\$ 59.02	\$ 84.36	\$ 65.92	\$ 64.42			\$ 56.67
403.2010 Winter Mix-Non Fiber									
15402.2030 Plant mixed cold patch			\$ 122.82						
15402.2050M Duropatch							\$ 105.37	\$ 101.53	
403.2040 Winter Mix W/Fiber				\$ 114.36					
Mileage cost									

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Remsenlaer
Item	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
403.11 Type 1 Base	\$ 54.40	\$ 61.44	\$ 53.92	\$ 68.65	\$ 55.39	\$ 54.82		\$ 67.62	\$ 52.11
403.13 Type 3 Binder	\$ 55.40	\$ 63.94	\$ 54.92	\$ 72.15	\$ 57.39	\$ 57.32		\$ 69.62	\$ 55.36
403.15 Shim Course	\$ 83.90	\$ 91.44	\$ 83.42	\$ 93.65	\$ 81.89	\$ 84.82		\$ 82.62	\$ 74.11
403.16 Type 6 Top	\$ 57.05	\$ 67.59	\$ 56.57	\$ 75.65	\$ 61.14	\$ 59.82		\$ 73.62	\$ 61.36
403.1701 Type 6F Top (High Marshall Design)	\$ 57.05	\$ 67.59	\$ 56.57	\$ 77.65	\$ 61.14	\$ 59.82		\$ 73.62	\$ 61.36
403.18 Type 7 Top	\$ 60.10	\$ 69.64	\$ 59.62	\$ 78.65	\$ 65.39	\$ 63.82		\$ 77.62	\$ 62.61
403.1901 Type 7F (High Friction Design)	\$ 60.10	\$ 69.64	\$ 59.62	\$ 80.65	\$ 65.39	\$ 63.82		\$ 77.62	\$ 62.86
403.21 Asphalt Concrete Truing & Leveling	\$ 60.10	\$ 69.64	\$ 59.62	\$ 78.65	\$ 65.39	\$ 63.82		\$	\$ 61.36
403.2010 Winter Mix-Non Fiber			\$ 123.42						
15402.2030 Plant mixed cold patch							\$ 105.67	\$ 105.62	
15402.2050M Duropatch				\$ 108.65					
403.2040 Winter Mix W/Fiber									
Mileage cost									

Albany County Coeymans 145 CR 111, Alcove NY 12007									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rennselaer
Item	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
403.11 Type 1 Base	\$ 49.59	\$ 65.04	\$ 57.23	\$ 75.56	\$ 63.74	\$ 63.24		\$ 71.04	\$ 54.15
403.13 Type 3 Binder	\$ 50.59	\$ 67.54	\$ 58.23	\$ 79.06	\$ 65.74	\$ 65.74		\$ 73.04	\$ 57.40
403.15 Shim Course	\$ 79.09	\$ 95.04	\$ 86.73	\$ 100.56	\$ 90.24	\$ 93.24		\$ 86.04	\$ 76.15
403.16 Type 6 Top	\$ 52.24	\$ 71.19	\$ 59.88	\$ 82.56	\$ 69.49	\$ 68.24		\$ 77.04	\$ 63.40
403.1701 Type 6F Top (High Marshall Design)	\$ 52.24	\$ 71.19	\$ 59.88	\$ 84.56	\$ 69.49	\$ 68.24		\$ 77.04	\$ 63.65
403.18 Type 7 Top	\$ 55.29	\$ 73.24	\$ 62.93	\$ 85.56	\$ 73.74	\$ 72.24		\$ 81.04	\$ 64.65
403.1901 Type 7F (High Friction Design)	\$ 55.29	\$ 73.24	\$ 62.93	\$ 87.56	\$ 73.74	\$ 72.24		\$ 81.04	\$ 64.90
403.21 Asphalt Concrete Truing & Leveling	\$ 55.29	\$ 73.24	\$ 62.93	\$ 85.56	\$ 73.74	\$ 72.24		\$	\$ 63.40
403.2010 Winter Mix-Non Fiber									
15402.2030 Plant mixed cold patch			\$ 126.73				\$ 109.28	\$ 109.04	
15402.2050M Duropatch				\$ 115.56					
403.2040 Winter Mix W/Fiber									
Mileage cost									

Albany County Westerlo 19 CR 410 Westerlo NY 12193										
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt	
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rennselaer	
Item	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Mileage	
403.11 Type 1 Base	\$ 54.52	\$ 66.07	\$ 57.83	\$ 63.83	\$ 63.32	\$ 62.82	\$	\$ 72.04	\$ 55.13	
403.13 Type 3 Binder	\$ 55.52	\$ 68.57	\$ 58.83	\$ 67.33	\$ 65.32	\$ 65.32	\$	\$ 74.04	\$ 58.38	
403.15 Shim Course	\$ 84.02	\$ 96.07	\$ 87.33	\$ 88.83	\$ 89.82	\$ 92.82	\$	\$ 87.04	\$ 77.13	
403.16 Type 6 Top	\$ 57.17	\$ 72.22	\$ 60.48	\$ 70.83	\$ 69.07	\$ 67.82	\$	\$ 78.04	\$ 64.38	
403.1701 Type 6F Top (High Marshall Design)	\$ 57.17	\$ 72.22	\$ 60.48	\$ 72.83	\$ 69.07	\$ 67.82	\$	\$ 78.04	\$ 64.63	
403.18 Type 7 Top	\$ 60.32	\$ 74.27	\$ 63.53	\$ 73.83	\$ 73.32	\$ 71.82	\$	\$ 82.04	\$ 65.63	
403.1901 Type 7F (High Friction Design)	\$ 60.22	\$ 74.27	\$ 63.53	\$ 75.83	\$ 73.32	\$ 71.82	\$	\$ 82.04	\$ 65.88	
403.21 Asphalt Concrete Truing & Leveling	\$ 60.32	\$ 74.27	\$ 63.53	\$ 73.83	\$ 73.32	\$ 71.82	\$		\$ 64.38	
403.2010 Winter Mix-Non Fiber			\$ 127.33							
15402.2030 Plant mixed cold patch							\$ 110.78	\$ 110.04		
15402.2050M Duropatch				\$ 103.83						
403.2040 Winter Mix W/Fiber										
Mileage cost										

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rensselaer
Item	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
403.11 Type 1 Base	\$ 56.09	\$ 68.77	\$ 58.13	\$ 59.32	\$ 56.82	\$ 56.32		\$ 73.03	\$ 55.84
403.13 Type 3 Binder	\$ 57.09	\$ 71.27	\$ 59.13	\$ 62.82	\$ 58.82	\$ 58.82		\$ 75.03	\$ 59.09
403.15 Shim Course	\$ 85.59	\$ 98.77	\$ 87.63	\$ 84.32	\$ 83.32	\$ 86.32		\$ 88.03	\$ 77.84
403.16 Type 6 Top	\$ 58.74	\$ 74.92	\$ 60.78	\$ 66.32	\$ 62.57	\$ 61.32		\$ 79.03	\$ 65.09
403.1701 Type 6F Top (High Marshall Design)	\$ 58.74	\$ 74.92	\$ 60.78	\$ 68.32	\$ 62.57	\$ 61.32		\$ 79.03	\$ 65.34
403.18 Type 7 Top	\$ 61.79	\$ 76.97	\$ 63.83	\$ 69.32	\$ 66.82	\$ 65.32		\$ 83.03	\$ 66.34
403.1901 Type 7F (High Friction Design)	\$ 61.79	\$ 76.97	\$ 63.83	\$ 71.32	\$ 66.82	\$ 65.32		\$ 83.03	\$ 66.59
403.21 Asphalt Concrete Truing & Leveling	\$ 61.79	\$ 76.97	\$ 63.83	\$ 69.32	\$ 66.82	\$ 65.32			\$ 65.09
403.2010 Winter Mix-Non Fiber									
15402.2030 Plant mixed cold patch			\$ 127.63						
15402.2050M Duropatch				\$ 59.32			\$ 110.48	\$ 111.03	
403.2040 Winter Mix W/Fiber									
Mileage cost									

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Remsenlaer
Item	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
403.11 Type 1 Base	\$ 59.03	\$ 66.25	\$ 62.94	\$ 57.64	\$ 49.91	\$ 51.51	\$ 69.90	\$ 54.57	
403.13 Type 3 Binder	\$ 60.03	\$ 68.75	\$ 63.94	\$ 61.14	\$ 51.91	\$ 54.01	\$ 71.90	\$ 57.82	
403.15 Shim Course	\$ 88.53	\$ 96.25	\$ 92.44	\$ 82.64	\$ 76.41	\$ 81.51	\$ 84.90	\$ 76.57	
403.16 Type 6 Top	\$ 61.68	\$ 72.40	\$ 65.59	\$ 64.64	\$ 55.66	\$ 56.51	\$ 75.90	\$ 63.82	
403.1701 Type 6F Top (High Marshall Design)	\$ 61.68	\$ 72.40	\$ 65.59	\$ 66.64	\$ 55.66	\$ 56.51	\$ 75.90	\$ 64.07	
403.18 Type 7 Top	\$ 64.73	\$ 74.45	\$ 68.64	\$ 67.64	\$ 59.91	\$ 60.51	\$ 79.90	\$ 65.07	
403.1901 Type 7F (High Friction Design)	\$ 64.73	\$ 74.45	\$ 68.64	\$ 69.64	\$ 59.91	\$ 60.51	\$ 79.90	\$ 65.32	
403.21 Asphalt Concrete Truing & Leveling	\$ 64.73	\$ 74.45	\$ 68.64	\$ 67.64	\$ 59.91	\$ 60.51	\$ 79.90	\$ 63.82	
403.2010 Winter Mix-Non Fiber									
15402.2030 Plant mixed cold patch			\$ 132.44						
15402.2050M Duropatch				\$ 97.64			\$ 113.49	\$ 107.90	
403.2040 Winter Mix W/Fiber									
Mileage cost									

Albany County Rensselaerville 265 CR 357 Medusa NY 12120									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rensselaer
Item	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Mileage
403.11 Type 1 Base	\$ 58.13	\$ 68.65	\$ 61.44	\$ 64.86	\$ 64.58	\$ 64.08		\$ 76.76	\$ 59.15
403.13 Type 3 Binder	\$ 59.13	\$ 71.15	\$ 62.44	\$ 68.36	\$ 66.58	\$ 66.58		\$ 78.76	\$ 62.40
403.15 Shim Course	\$ 87.63	\$ 98.65	\$ 90.94	\$ 89.86	\$ 91.08	\$ 94.08		\$ 91.76	\$ 81.15
403.16 Type 6 Top	\$ 60.78	\$ 74.80	\$ 64.09	\$ 71.86	\$ 70.33	\$ 69.08		\$ 82.76	\$ 68.40
403.1701 Type 6F Top (High Marshall Design)	\$ 60.78	\$ 74.80	\$ 64.09	\$ 73.86	\$ 70.33	\$ 69.08		\$ 82.76	\$ 68.65
403.18 Type 7 Top	\$ 63.83	\$ 76.85	\$ 67.14	\$ 74.86	\$ 74.58	\$ 73.08		\$ 86.76	\$ 69.65
403.1901 Type 7F (High Friction Design)	\$ 63.83	\$ 76.85	\$ 67.14	\$ 76.86	\$ 74.58	\$ 73.08		\$ 86.76	\$ 69.90
403.21 Asphalt Concrete Truing & Leveling	\$ 63.83	\$ 76.85	\$ 67.14	\$ 74.86	\$ 74.58	\$ 73.08			\$ 68.40
403.2010 Winter Mix-Non Fiber			\$ 130.94						
15402.2030 Plant mixed cold patch									
15402.2050M Duropatch				\$ 104.85			\$ 113.49	\$ 114.76	
403.2040 Winter Mix W/Fiber									
Mileage cost									

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rennselaer
Item	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Mileage
403.11 Type 1 Base	\$ 52.90	\$ 59.27	\$ 53.56	\$ 64.19	\$ 55.80	\$ 55.30		\$ 73.69	\$ 52.77
403.13 Type 3 Binder	\$ 53.90	\$ 61.77	\$ 54.56	\$ 67.69	\$ 57.80	\$ 57.80		\$ 75.69	\$ 56.02
403.15 Shim Course	\$ 82.40	\$ 89.27	\$ 83.06	\$ 89.19	\$ 82.30	\$ 85.30		\$ 88.69	\$ 74.77
403.16 Type 6 Top	\$ 55.55	\$ 65.42	\$ 56.21	\$ 71.19	\$ 61.55	\$ 60.30		\$ 79.69	\$ 62.02
403.1701 Type 6F Top (High Marshall Design)	\$ 55.55	\$ 65.42	\$ 56.21	\$ 73.19	\$ 61.55	\$ 60.30		\$ 79.69	\$ 62.27
403.18 Type 7 Top	\$ 58.60	\$ 67.47	\$ 59.26	\$ 74.19	\$ 65.80	\$ 64.30		\$ 83.69	\$ 63.27
403.1901 Type 7F (High Friction Design)	\$ 58.60	\$ 67.47	\$ 59.26	\$ 76.19	\$ 65.80	\$ 64.30		\$ 83.69	\$ 63.52
403.21 Asphalt Concrete Truing & Leveling	\$ 58.60	\$ 67.47	\$ 59.26	\$ 74.19	\$ 65.80	\$ 64.30			\$ 62.02
403.2010 Winter Mix-Non Fiber			\$ 123.06						
15402.2030 Plant mixed cold patch							\$ 106.27	\$ 111.69	
15402.2050M Duropatch				\$ 104.19					
403.2040 Winter Mix W/Fiber									
Mileage cost									

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085											
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt		
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rennselaer		
Item	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile		
403.11 Type 1 Base	\$ 56.63	\$ 58.31	\$ 53.81	\$ 62.09	\$ 53.03	\$ 52.53		\$ 72.85	\$ 48.92		
403.13 Type 3 Binder	\$ 57.63	\$ 60.81	\$ 54.81	\$ 65.59	\$ 55.03	\$ 55.03		\$ 74.85	\$ 52.17		
403.15 Shim Course	\$ 86.13	\$ 88.31	\$ 83.31	\$ 87.09	\$ 79.53	\$ 82.53		\$ 87.85	\$ 70.92		
403.16 Type 6 Top	\$ 59.28	\$ 64.46	\$ 56.46	\$ 69.09	\$ 58.78	\$ 57.53		\$ 78.85	\$ 58.17		
403.1701 Type 6F Top (High Marshall Design)	\$ 59.28	\$ 64.46	\$ 56.46	\$ 71.09	\$ 58.78	\$ 57.53		\$ 78.85	\$ 58.42		
403.18 Type 7 Top	\$ 62.33	\$ 66.51	\$ 59.51	\$ 72.09	\$ 63.03	\$ 61.53		\$ 82.85	\$ 59.42		
403.1901 Type 7F (High Friction Design)	\$ 62.33	\$ 66.51	\$ 59.51	\$ 74.09	\$ 63.03	\$ 61.53		\$ 82.85	\$ 59.67		
403.21 Asphalt Concrete Truing & Leveling	\$ 62.33	\$ 66.51	\$ 59.51	\$ 72.09	\$ 63.03	\$ 61.53			\$ 58.17		
403.2010 Winter Mix-Non Fiber			\$ 123.31								
15402.2030 Plant mixed cold patch							\$ 107.17	\$ 110.85			
15402.2050M Duropatch				\$ 102.09							
403.2040 Winter Mix W/Fiber											
Mileage cost											

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Remsenlaer
Item	Price Per Ton W/ Mill	Price Per Ton W/ Mill	Price Per Ton W/ Mill	Price Per Ton W/ Mill	Price Per Ton W/ Mill	Price Per Ton W/ Mill	Price Per Ton W/ Mill	Price Per Ton W/ Mill	Price Per Ton W/ Mileage
403.11 Type 1 Base	\$ 50.25	\$ 64.20	\$ 55.85	\$ 68.89	\$ 63.99	\$ 63.48		\$ 71.22	\$ 53.01
403.13 Type 3 Binder	\$ 51.25	\$ 66.70	\$ 56.85	\$ 72.39	\$ 65.99	\$ 65.98		\$ 73.22	\$ 56.26
403.15 Shim Course	\$ 79.75	\$ 94.20	\$ 85.35	\$ 93.89	\$ 90.49	\$ 93.48		\$ 86.22	\$ 75.01
403.16 Type 6 Top	\$ 52.90	\$ 70.35	\$ 58.50	\$ 75.89	\$ 69.74	\$ 68.48		\$ 77.22	\$ 62.26
403.1701 Type 6F Top (I)	\$ 52.90	\$ 70.35	\$ 58.50	\$ 77.89	\$ 69.74	\$ 68.48		\$ 77.22	\$ 62.26
403.18 Type 7 Top	\$ 55.95	\$ 72.40	\$ 61.55	\$ 78.89	\$ 73.99	\$ 72.48		\$ 81.22	\$ 63.51
403.1901 Type 7F (High)	\$ 55.95	\$ 72.40	\$ 61.55	\$ 80.89	\$ 73.99	\$ 72.48		\$ 81.22	\$ 63.76
403.21 Asphalt Concrete	\$ 55.95	\$ 72.40	\$ 61.55	\$ 78.89	\$ 73.99	\$ 72.48			\$ 62.26
403.2010 Winter Mix-Non Fiber									
15402.2030 Plant mixed cold patch			\$ 125.35						
15402.2050M Duropatch				\$ 108.89			\$ 107.84	\$ 109.22	
403.2040 Winter Mix W/Fiber									
Mileage cost									

Town of Bethlehem 74 Elm Ave, East Selkik	Callanan	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	36 Grange Road West Sand Lake	230 Riverside Ave Rennselaer		
Item	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Milk	Price Per Ton W/ Mileage
403.11 Type 1 Base	\$ 48.03	\$ 56.32	\$ 49.59	\$ 69.49	\$ 59.77	\$ 59.27	\$ 62.98	\$ 45.25		
403.13 Type 3 Binder	\$ 49.03	\$ 58.82	\$ 50.59	\$ 72.99	\$ 61.77	\$ 61.77	\$ 64.98	\$ 48.50		
403.15 Shim Course	\$ 77.53	\$ 86.32	\$ 79.09	\$ 94.49	\$ 86.27	\$ 89.27	\$ 77.98	\$ 67.25		
403.16 Type 6 Top	\$ 50.68	\$ 62.47	\$ 52.24	\$ 76.49	\$ 65.52	\$ 64.27	\$ 68.98	\$ 54.50		
403.1701 Type 6F Top (High Marshall Design)	\$ 50.68	\$ 62.47	\$ 52.24	\$ 78.49	\$ 65.52	\$ 64.27	\$ 68.98	\$ 54.75		
403.18 Type 7 Top	\$ 53.73	\$ 64.52	\$ 55.29	\$ 79.49	\$ 69.77	\$ 68.27	\$ 72.98	\$ 55.75		
403.1901 Type 7F (High Friction Design)	\$ 53.73	\$ 64.52	\$ 55.29	\$ 81.49	\$ 69.77	\$ 68.27	\$ 72.98	\$ 56.00		
403.21 Asphalt Concrete Truing & Leveling	\$ 53.73	\$ 64.52	\$ 55.29	\$ 79.49	\$ 69.77	\$ 68.27		\$ 54.50		
403.2010 Winter Mix-Non Fiber			\$ 119.09							
15402.2030 Plant mixed cold patch							\$ 104.29			
15402.2050M Duropatch				\$ 109.49			\$ 100.98			
403.2040 Winter Mix W/Fiber										
Mileage cost										

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023		Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
	Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Remsenlaer
Item	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
403.11 Type 1 Base	\$ 57.59	\$ 68.17	\$ 59.88	\$ 57.04	\$ 56.82	\$ 55.12			\$ 74.11	\$ 56.44
403.13 Type 3 Binder	\$ 58.59	\$ 70.67	\$ 60.88	\$ 60.54	\$ 58.82	\$ 57.62			\$ 76.11	\$ 59.69
403.15 Shim Course	\$ 87.09	\$ 98.17	\$ 89.38	\$ 82.04	\$ 83.32	\$ 85.12			\$ 89.11	\$ 78.44
403.16 Type 6 Top	\$ 60.24	\$ 74.32	\$ 62.53	\$ 64.04	\$ 62.57	\$ 60.12			\$ 80.11	\$ 65.69
403.1701 Type 6F Top (High Marshall Design)	\$ 60.24	\$ 74.32	\$ 62.53	\$ 66.04	\$ 62.57	\$ 60.12			\$ 80.11	\$ 65.94
403.18 Type 7 Top	\$ 63.29	\$ 76.37	\$ 65.58	\$ 67.04	\$ 66.82	\$ 64.12			\$ 84.11	\$ 66.94
403.1901 Type 7F (High Friction Design)	\$ 63.29	\$ 76.37	\$ 65.58	\$ 69.04	\$ 66.82	\$ 64.12			\$ 84.11	\$ 67.19
403.21 Asphalt Concrete Truing & Leveling	\$ 63.29	\$ 76.37	\$ 65.58	\$ 67.04	\$ 66.82	\$ 64.12				\$ 65.69
403.2010 Winter Mix-Non Fiber										
15402.2030 Plant mixed cold patch			\$ 129.38							
15402.2050M Duropatch								\$ 112.47	\$ 112.11	
403.2040 Winter Mix W/Fiber				\$ 97.04						
Mileage cost										

Town of Knox 1411 Township Road SR 146 Knox NY 12107									
	Callanan	Callanan	Callanan	Cobleskill Stone Products	C & C Rock LLC	Dolomite Products Company	Gorman Bros	Troy Sand & Gravel	New Castle Asphalt
Pick up Location	105 Peter Callanan Drive, South Bethlehem	100 Crabapple Lane Watervliet	101 Dunham Drive Albany	Rt 30 Schoharie	494 Western Turnpike	145 Cordell Rd Schenectady	200 Church St Albany	36 Grange Road West Sand Lake	230 Riverside Ave Rennselaer
Item	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
403.11 Type 1 Base	\$ 59.21	\$ 66.07	\$ 62.64	\$ 57.22	\$ 49.73	\$ 51.69		\$ 70.08	\$ 54.94
403.13 Type 3 Binder	\$ 60.21	\$ 68.57	\$ 63.64	\$ 60.72	\$ 51.73	\$ 54.19		\$ 72.08	\$ 58.19
403.15 Shim Course	\$ 88.71	\$ 96.07	\$ 92.14	\$ 82.22	\$ 76.23	\$ 81.69		\$ 85.08	\$ 76.94
403.16 Type 6 Top	\$ 61.86	\$ 72.22	\$ 65.29	\$ 64.22	\$ 55.48	\$ 56.69		\$ 76.08	\$ 64.19
403.1701 Type 6F Top (High Marshall Design)	\$ 61.86	\$ 72.22	\$ 65.29	\$ 66.22	\$ 55.48	\$ 56.69		\$ 76.08	\$ 64.44
403.18 Type 7 Top	\$ 64.91	\$ 74.27	\$ 68.34	\$ 67.22	\$ 59.73	\$ 60.69		\$ 80.08	\$ 65.44
403.1901 Type 7F (High Friction Design)	\$ 64.91	\$ 74.27	\$ 68.34	\$ 69.22	\$ 59.73	\$ 60.69		\$ 80.08	\$ 65.69
403.21 Asphalt Concrete Truing & Leveling	\$ 64.91	\$ 74.27	\$ 68.34	\$ 67.22	\$ 59.73	\$ 60.69		\$	\$ 64.19
403.2010 Winter Mix-Non Fiber									
15402.2030 Plant mixed cold patch			\$ 132.14						
15402.2050M Duropatch							\$ 113.67	\$ 108.08	
403.2040 Winter Mix W/Fiber				\$ 97.22					
Mileage cost									

Request for Contract Approval	
Request ID #	5388
Contract #	5488
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	D5110 - Maintenance Roads Buildings
Date submitted	3/19/20
Contact person	Ramundo, Lisa
Contact Phone	518-765-2055
Vendor	Various as per attached spreadsheet
Estimated Amount	\$90,000
Estimated Term	12 Months (5/1/20-4/30/21)
Scope of Services	Award Crushed Stone Bid RFB#2020-003 For the Purchase of Crushed Stone Products for County Road Maintenance
Budget Line Item	DD5110
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 PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
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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: March 19, 2020

Re: RFB #2020-003 Crushed Stone

The Public Works Department respectfully requests approval of awards for the 2020 Crushed Stone Bid (RFB #2020-003) as per the attached highlighted spreadsheets. The term of this award is for one (1) year (5/1/20-4/30/21) and shall not exceed \$90,000.00.

The various crushed stone items on bid are purchased by Public Works as needed for various jobs throughout the County for road maintenance and repair.

The Albany County Purchasing Department puts this bid out with a mileage cost factored in per Division/Town to obtain the best cost effective prices for the pickup of each product.

This is a Cooperative Bid open to all Town Highways and the City of Albany to use.

Please contact my office if further information is needed.



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: Scott Duncan, Deputy Commissioner
DPW

FROM: Karen Storm *Karen Storm*
Purchasing Agent

DATE: March 19, 2020

RE: RFB#2020-003 Crushed Stone

I am in receipt of your recommendation to award the aforementioned Request for Bids to the highlighted vendors for each district.

As the vendors highlighted are the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Memorandum

To: Karen Storm, Purchasing Agent

From: Scott Duncan, Deputy Commissioner

Date: March 19, 2020

RE: RFB #2020-003 Crushed Stone

I have reviewed the bid results for the above referenced RFB. I would like to recommend as per the attached highlighted spreadsheets.

If you have any questions or further information is needed, please let me know.

Bin # 2020-003 CRUSHED STONE

Albany County Colonie 756 Albany Shaker Road, C		Lowest Pick-up Price		Cobleskill Stone Products		Cranesville Block Company		Carver Sand & Gravel		RJ Valente Gravel		Troy Sand & Gravel	
Pick up Location		Callanan		Rt 30 Schoharie		427 Sacandaga Rd Scotia		Rt 30 Schoharie		3349 Route 2 Cropseyville		36 Grange Road West Sand Lake	
Item		Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
Screenings		\$ 19.48	\$ 33.11	\$ 33.11	\$ 33.11	\$ 33.11	\$ 33.11	\$ 31.31	\$ 31.31	\$ 18.23	\$ 18.23	\$ 18.23	\$ 18.23
1A		\$ 31.73	\$ 37.36	\$ 37.36	\$ 37.36	\$ 37.36	\$ 37.36	\$ 35.81	\$ 35.81	\$ 24.53	\$ 24.53	\$ 24.53	\$ 24.53
1A Washed		\$ 32.73	\$ 37.36	\$ 37.36	\$ 37.36	\$ 37.36	\$ 37.36	\$ 35.81	\$ 35.81	\$ 19.73	\$ 19.73	\$ 19.73	\$ 19.73
1B		\$ 19.48	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 19.73	\$ 19.73	\$ 19.73	\$ 19.73
1B Washed		\$ 21.48	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
1		\$ 23.58	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
1 ST			\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
1 ST Washed			\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
1 & 2 Mixed		\$ 24.23	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
2		\$ 22.38	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 19.73	\$ 19.73	\$ 19.73	\$ 19.73
3A		\$ 22.38	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 19.73	\$ 19.73	\$ 19.73	\$ 19.73
3		\$ 22.38	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 34.11	\$ 32.31	\$ 32.31	\$ 19.73	\$ 19.73	\$ 19.73	\$ 19.73
5 (Railroad Ballast)		\$ 24.73	\$ 36.36	\$ 36.36	\$ 36.36	\$ 36.36	\$ 36.36	\$ 34.06	\$ 34.06	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
Stone Fill Light		\$ 23.48	\$ 36.86	\$ 36.86	\$ 36.86	\$ 36.86	\$ 36.86	\$ 34.06	\$ 34.06	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
Stone Fill Medium		\$ 25.48	\$ 37.86	\$ 37.86	\$ 37.86	\$ 37.86	\$ 37.86	\$ 36.06	\$ 36.06	\$ 21.73	\$ 21.73	\$ 21.73	\$ 21.73
Stone Fill Heavy		\$ 27.48	\$ 37.86	\$ 37.86	\$ 37.86	\$ 37.86	\$ 37.86	\$ 36.81	\$ 36.81	\$ 23.73	\$ 23.73	\$ 23.73	\$ 23.73
Gabion Stone		\$ 23.48	\$ 36.86	\$ 36.86	\$ 36.86	\$ 36.86	\$ 36.86	\$ 34.06	\$ 34.06	\$ 20.73	\$ 20.73	\$ 20.73	\$ 20.73
Crusher Run w/Stone Dusk for Compaction		\$ 20.23	\$ 31.86	\$ 31.86	\$ 31.86	\$ 31.86	\$ 31.86	\$ 29.81	\$ 29.81	\$ 18.38	\$ 18.38	\$ 18.38	\$ 18.38
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1		\$ 30.23	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.56	\$ 35.56				
Stone Dust		\$ 19.48	\$ 33.11	\$ 33.11	\$ 33.11	\$ 33.11	\$ 33.11	\$ 31.31	\$ 31.31				
Yellow Sand (Sandy Lone or Sticky Sand)		\$ -											
Stone Fill Extra Heavy/Delivered		\$ 40.00						\$ 32.00	\$ 32.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
Item #4 Gravel/Delivered		\$ -								\$ 10.20	\$ 10.20	\$ 10.20	\$ 10.20
Screenings Snow & Ice Control/Delivered		\$ 12.90											
1B Washed Snow & Ice Control/Delivered		\$ 14.90											
		\$ -											
Additional delivery price per ton for any item that is priced for Pick Up		\$ 6.65						7.15/9.65					
Mileage cost													

Albany County New Scotland 449 New Salem Road		Lowest Pick-up Price		Cobleskill Stone Products		Cranesville Block Company		Carver Sand & Gravel		RJ Valente Gravel		Troy Sand & Gravel	
Pick up Location		Callanan		Rt 30 Schoharie		427 Sacandaga Rd Scotia		Rt 30 Schoharie		3349 Route 2 Croseyville		36 Grange Road West Sand Lake	
Item		Price Per Ton W/ Mile		Price Per Ton W/ Mile		Price Per Ton W/ Mile		Price Per Ton W/ Mile		Price Per Ton W/ Mile		Price Per Ton W/ Mile	
Screenings		\$ 15.15		\$ 27.40		\$ 30.70		\$ 25.59				\$ 22.32	
1A		\$ 27.40		\$ 31.65		\$ 30.09		\$ 30.09				\$ 28.62	
1A Washed		\$ 28.40		\$ 31.65				\$ 30.09					
1B		\$ 15.15		\$ 28.40				\$ 26.59				\$ 23.82	
1B Washed		\$ 17.15		\$ 28.40				\$ 26.59				\$ 23.82	
1		\$ 19.25		\$ 28.40				\$ 26.59				\$ 24.82	
1 ST				\$ 28.40				\$ 26.59				\$ 24.82	
1 ST Washed				\$ 28.40				\$ 26.59				\$ 24.82	
1 & 2 Mixed		\$ 19.90		\$ 28.40		\$ 24.45		\$ 26.59				\$ 23.82	
2		\$ 18.05		\$ 28.40				\$ 26.59				\$ 23.82	
3A		\$ 18.05		\$ 28.40				\$ 26.59				\$ 23.82	
3		\$ 18.05		\$ 28.40		\$ 26.70		\$ 26.59				\$ 23.82	
5 (Railroad Ballast)		\$ 20.40		\$ 30.65				\$ 28.34				\$ 24.82	
Stone Fill Light		\$ 19.15		\$ 31.15				\$ 28.34	\$ 26.55			\$ 24.82	
Stone Fill Medium		\$ 21.15		\$ 32.15				\$ 30.34	\$ 28.55			\$ 25.82	
Stone Fill Heavy		\$ 23.15		\$ 32.15				\$ 31.09				\$ 27.82	
Gabion Stone		\$ 19.15		\$ 31.15				\$ 28.34				\$ 24.82	
Crusher Run w/Stone Dusk for Compaction		\$ 15.90		\$ 26.15		\$ 23.95		\$ 24.09	\$ 25.05			\$ 22.62	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1		\$ 25.90		\$ 30.15				\$ 29.84					
Stone Dust		\$ 15.15		\$ 27.40		\$ 23.95		\$ 25.59					
Yellow Sand (Sandy Lone or Sticky Sand)													
Stone Fill Extra Heavy/Delivered		\$ 40.00						\$ 32.00				\$ 30.00	
Item#4 Gravel/Delivered												\$ 10.20	
Screenings Snow & Ice Control/Delivered		\$ 11.70											
1B Washed Snow & Ice Control/Delivered		\$ 13.70											
Additional delivery price per ton for any item that is priced for Pick Up		\$ 5.45						\$ 5.95/8.55		\$ 8.50			
Mileage cost													

Albany County Westerlo 19 CR 410 Westerlo NY 1:		Lowest Pick-up Price		Cobleskill Stone Products	Cranesville Block Company	Carver Sand & Gravel	RJ Valente Gravel	Troy Sand & Gravel	
Pick up Location	Item	Callanan							
		105 Peter Callanan Drive, South Bethlehem		Rt 30 Schoharie	427 Sacandaga Rd Scotia	Rt 30 Schoharie	3349 Route 2 Cropseyville	36 Grange Road West Sand Lake	
			Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	
Screenings		\$ 15.27	\$ 22.58			\$ 24.09		\$ 26.74	
1A		\$ 27.52	\$ 26.83		\$ 39.90	\$ 28.59		\$ 33.04	
1A Washed		\$ 28.52	\$ 26.83			\$ 28.59			
1B		\$ 15.27	\$ 23.58			\$ 25.09		\$ 28.24	
1B Washed		\$ 17.27	\$ 23.58			\$ 25.09		\$ 28.24	
1		\$ 19.37	\$ 23.58			\$ 25.09		\$ 29.24	
1 ST			\$ 23.58			\$ 25.09		\$ 29.24	
1 ST Washed			\$ 23.58			\$ 25.09		\$ 29.24	
1 & 2 Mixed			\$ 23.58			\$ 25.09		\$ 29.24	
2		\$ 20.02	\$ 23.58			\$ 25.09		\$ 28.24	
3A		\$ 18.17	\$ 23.58		\$ 33.65	\$ 25.09		\$ 28.24	
3		\$ 18.17	\$ 23.58		\$ 35.90	\$ 25.09		\$ 28.24	
5 (Railroad Ballast)		\$ 20.52	\$ 25.83			\$ 26.84		\$ 29.24	
Stone Fill Light		\$ 19.27	\$ 26.33			\$ 26.84		\$ 29.24	
Stone Fill Medium		\$ 21.27	\$ 27.33			\$ 28.84	\$ 35.17	\$ 30.24	
Stone Fill Heavy		\$ 23.27	\$ 27.33			\$ 29.59		\$ 32.24	
Gabion Stone		\$ 19.27	\$ 26.33			\$ 26.84		\$ 29.24	
Crusher Run w/Stone Dusk for Compaction		\$ 16.02	\$ 21.33		\$ 33.15	\$ 22.59		\$ 27.04	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1		\$ 26.02	\$ 25.33			\$ 28.34			
Stone Dust		\$ 15.27	\$ 22.58		\$ 33.15	\$ 24.09			
Yellow Sand (Sandy Lone or Sticky Sand)									
Stone Fill Extra Heavy/Delivered		\$ 40.00	\$ 25.45			\$ 32.00		\$ 30.00	
Item#4 Gravel/Delivered							\$ 19.00	\$ 10.20	
Screenings Snow & Ice Control/Delivered		\$ 10.80							
1B Washed Snow & Ice Control/Delivered		\$ 12.80							
Additional delivery price per ton for any item that is priced for Pick Up		\$ 4.55	\$ 6.75			\$ 6.70/9.35	\$ 8.50		

Albany County Knox 1296 Township Road, SR 146		Lowest Pick-up Price											
Pick up Location	Item	Callanan		Cobleskill Stone Products		Cranesville Block Company		Carver Sand & Gravel		RJ Valente Gravel		Troy Sand & Gravel	
		105 Peter Callanan Drive, South Bethlehem	Rt 30 Schoharie	427 Sacandaga Rd Scotia	Rt 30 Schoharie	3349 Route 2 Cropseyville	36 Grange Road West Sand Lake						
		Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
	Screenings	\$ 19.78	\$ 16.39			\$ 29.73	\$ 17.77				\$ 24.60		
	1A	\$ 32.03	\$ 20.64				\$ 22.27				\$ 30.90		
	1A Washed	\$ 33.03	\$ 20.64										
	1B	\$ 19.78	\$ 17.39				\$ 18.77				\$ 26.10		
	1B Washed	\$ 21.78	\$ 17.39				\$ 18.77				\$ 26.10		
	1	\$ 23.88	\$ 17.39				\$ 18.77				\$ 27.10		
	1 ST		\$ 17.39				\$ 18.77				\$ 27.10		
	1 ST Washed		\$ 17.39				\$ 18.77				\$ 27.10		
	1 & 2 Mixed	\$ 24.53	\$ 17.39				\$ 18.77				\$ 27.10		
	2	\$ 22.68	\$ 17.39			\$ 23.48	\$ 18.77				\$ 26.10		
	3A	\$ 22.68	\$ 17.39				\$ 18.77				\$ 26.10		
	3	\$ 22.68	\$ 17.39			\$ 25.73	\$ 18.77				\$ 26.10		
	5 (Railroad Ballast)	\$ 25.03	\$ 19.64				\$ 20.52				\$ 27.10		
	Stone Fill Light	\$ 23.78	\$ 20.14				\$ 20.52	\$ 30.10		\$ 30.10	\$ 27.10		
	Stone Fill Medium	\$ 25.78	\$ 21.14				\$ 22.52	\$ 32.10		\$ 32.10	\$ 28.10		
	Stone Fill Heavy	\$ 27.78	\$ 21.14				\$ 23.27				\$ 30.10		
	Gabion Stone	\$ 23.78	\$ 20.14				\$ 20.52				\$ 27.10		
	Crusher Run w/Stone Dusk for Compaction	\$ 20.53	\$ 15.14			\$ 22.98	\$ 16.27				\$ 24.90		
	Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1	\$ 30.53	\$ 19.14				\$ 22.02						
	Stone Dust	\$ 19.78	\$ 16.39			\$ 22.98	\$ 17.77						
	Yellow Sand (Sandy Lone or Sticky Sand)												
	Stone Fill Extra Heavy/Delivered	\$ 40.00	\$ 22.65				\$ 32.00				\$ 30.00		
	Item#4 Gravel/Delivered										\$ 10.20		
	Screenings Snow & Ice Control/Delivered	\$ 13.35											
	1B Washed Snow & Ice Control/Delivered	\$ 15.35					\$ 13.50						
	Additional delivery price per ton for any item that is priced for Pick Up	\$ 7.10	\$ 4.40				4.35/6.55			\$ 9.50			

Albany County Rensselaerville 265 CR 357 Medusa		Lowest Pick-up Price		Cobleskill Stone Products	Cranesville Block Company	Carver Sand & Gravel	RJ Valente Gravel	Troy Sand & Gravel	
Pick up Location	Item	Callanan	105 Peter Callanan Drive, South Bethlehem						
		Price Per Ton W/ Mile	Rt 30 Schoharie	Price Per Ton W/ Mile	427 Sacandaga Rd Scotia	Rt 30 Schoharie	3349 Route 2 Cropseyville	36 Grange Road West Sand Lake	
Screenings		\$ 18.88	\$ 23.61	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	
1A		\$ 31.13	\$ 27.86	\$ 47.06	\$ 21.98	\$ 26.48	\$ 31.46	\$ 37.76	
1A Washed		\$ 32.13	\$ 27.86		\$ 26.48				
1B		\$ 18.88	\$ 24.61		\$ 22.98		\$ 32.96		
1B Washed		\$ 20.88	\$ 24.61		\$ 22.98		\$ 32.96		
1		\$ 22.98	\$ 24.61		\$ 22.98		\$ 33.96		
1 ST			\$ 24.61		\$ 22.98		\$ 33.96		
1 ST Washed			\$ 24.61		\$ 22.98		\$ 33.96		
1 & 2 Mixed		\$ 23.63	\$ 24.61		\$ 22.98		\$ 33.96		
2		\$ 21.78	\$ 24.61	\$ 40.81	\$ 22.98		\$ 32.96		
3A		\$ 21.78	\$ 24.61		\$ 22.98		\$ 32.96		
3		\$ 21.78	\$ 24.61	\$ 43.06	\$ 22.98		\$ 32.96		
5 (Railroad Ballast)		\$ 24.13	\$ 26.86		\$ 24.73		\$ 33.96		
Stone Fill Light		\$ 22.88	\$ 27.36		\$ 24.73		\$ 33.96		
Stone Fill Medium		\$ 24.88	\$ 28.36		\$ 26.73		\$ 34.96		
Stone Fill Heavy		\$ 26.88	\$ 28.36		\$ 27.48	\$ 42.57	\$ 36.96		
Gabion Stone		\$ 22.88	\$ 27.36		\$ 24.73		\$ 33.96		
Crusher Run w/Stone Dusk for Compaction		\$ 19.63	\$ 22.36	\$ 40.31	\$ 20.48	\$ 34.56	\$ 31.76		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1		\$ 29.63	\$ 26.36		\$ 26.23				
Stone Dust		\$ 18.88	\$ 23.61	\$ 40.31	\$ 21.98				
Yellow Sand (Sandy Lone or Sticky Sand)									
Stone Fill Extra Heavy/Delivered		\$ 40.00	\$ 23.85		\$ 32.00		\$ 30.00		
Item#4 Gravel/Delivered							\$ 10.20		
Screenings Snow & Ice Control/Delivered		\$ 12.65							
1B Washed Snow & Ice Control/Delivered		\$ 14.65			\$ 13.80				
Additional delivery price per ton for any item that is priced for Pick Up		\$ 6.40	\$ 5.20		\$ 5.15/7.75	\$ 9.50			

Town of New Scotland 2029 New Scotland Road,		Lowest Pick-up Price											
		Callanan		Cobleskill Stone Products		Cranesville Block Company		Carver Sand & Gravel		R.I Valente Gravel		Troy Sand & Gravel	
Pick up Location		105 Peter Callanan Drive, South Bethlehem		Rt 30 Schoharie		427 Sacandaga Rd Scotia		Rt 30 Schoharie		3349 Route 2 Cropseyville		36 Grange Road West Sand Lake	
Item		Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:	Price Per Ton W/ Mile:
Screenings		\$ 13.65	\$ 22.94					\$ 24.45				\$ 28.39	
1A		\$ 25.90	\$ 27.19					\$ 28.95				\$ 34.69	
1A Washed		\$ 26.90	\$ 27.19					\$ 28.95					
1B		\$ 13.65	\$ 23.94					\$ 25.45				\$ 29.89	
1B Washed		\$ 15.65	\$ 23.94					\$ 25.45				\$ 29.89	
1		\$ 17.75	\$ 23.94					\$ 25.45				\$ 30.89	
1 ST			\$ 23.94					\$ 25.45				\$ 30.89	
1 ST Washed			\$ 23.94					\$ 25.45				\$ 30.89	
1 & 2 Mixed								\$ 25.45				\$ 30.89	
2		\$ 18.40	\$ 23.94					\$ 25.45				\$ 30.89	
3A		\$ 16.55	\$ 23.94					\$ 25.45				\$ 29.89	
3		\$ 16.55	\$ 23.94					\$ 25.45				\$ 29.89	
5 (Railroad Ballast)		\$ 18.90	\$ 26.19					\$ 27.20				\$ 30.89	
Stone Fill Light		\$ 17.65	\$ 26.69					\$ 27.20	\$ 25.71			\$ 30.89	
Stone Fill Medium		\$ 19.65	\$ 27.69					\$ 29.20				\$ 31.89	
Stone Fill Heavy		\$ 21.65	\$ 27.69					\$ 29.95				\$ 33.89	
Gabion Stone		\$ 17.65	\$ 26.69					\$ 27.20				\$ 30.89	
Crusher Run w/Stone Dusk for Compaction		\$ 14.40	\$ 21.69					\$ 22.95	\$ 24.21			\$ 28.69	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1		\$ 24.40	\$ 25.69					\$ 28.70					
Stone Dust		\$ 13.65	\$ 22.94					\$ 24.45					
Yellow Sand (Sandy Lone or Sticky Sand)													
Stone Fill Extra Heavy/Delivered		\$ 40.00						\$ 32.00				\$ 30.00	
Item#4 Gravel/Delivered									\$ 13.99			\$ 10.20	
Screenings Snow & Ice Control/Delivered		\$ 10.80											
1B Washed Snow & Ice Control/Delivered		\$ 12.80											
Additional delivery price per ton for any item that is priced for Pick Up		\$ 4.55						6.30/8.95					

Town of Guilderland 6338 French's Mill Road, Guil		Lowest Pick-up Price		Cobleskill Stone Products		Cranesville Block Company		Carver Sand & Gravel		RJ Valente Gravel		Troy Sand & Gravel	
Pick up Location		Callanan		Cobleskill Stone Products		Cranesville Block Company		Carver Sand & Gravel		RJ Valente Gravel		Troy Sand & Gravel	
105 Peter Callanan Drive, South Bethlehem				Rt 30 Schoharie		427 Sacandaga Rd Scotia		Rt 30 Schoharie		3349 Route 2 Cropseyville		36 Grange Road West Sand Lake	
Item		Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile	Price Per Ton W/ Mile
Screenings		\$ 17.38	\$ 20.84					\$ 22.37				\$ 27.55	
1A		\$ 29.63	\$ 25.09			\$ 41.52		\$ 26.87		\$ 29.33		\$ 33.85	
1A Washed		\$ 30.63	\$ 25.09					\$ 26.87					
1B		\$ 17.38	\$ 21.84					\$ 23.37				\$ 29.05	
1B Washed		\$ 19.38	\$ 21.84					\$ 23.37				\$ 29.05	
1		\$ 21.48	\$ 21.84					\$ 23.37		\$ 27.33		\$ 30.05	
1 ST			\$ 21.84					\$ 23.37				\$ 30.05	
1 ST Washed			\$ 21.84					\$ 23.37				\$ 30.05	
1 & 2 Mixed			\$ 21.84					\$ 23.37				\$ 30.05	
2		\$ 22.13	\$ 21.84					\$ 23.37				\$ 30.05	
3A		\$ 20.28	\$ 21.84			\$ 35.27		\$ 23.37		\$ 26.33		\$ 29.05	
3		\$ 20.28	\$ 21.84			\$ 37.52		\$ 23.37		\$ 26.33		\$ 29.05	
5 (Railroad Ballast)		\$ 22.63	\$ 24.09					\$ 25.12				\$ 30.05	
Stone Fill Light		\$ 21.38	\$ 24.59					\$ 25.12		\$ 25.83		\$ 30.05	
Stone Fill Medium		\$ 23.38	\$ 25.59					\$ 27.12				\$ 31.05	
Stone Fill Heavy		\$ 25.38	\$ 25.59					\$ 27.87				\$ 33.05	
Gabion Stone		\$ 21.38	\$ 24.59					\$ 25.12				\$ 30.05	
Crusher Run w/Stone Dusk for Compaction		\$ 18.13	\$ 19.59			\$ 34.77		\$ 20.87		\$ 24.33		\$ 27.85	
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1		\$ 28.13	\$ 23.59					\$ 26.62					
Stone Dust		\$ 17.38	\$ 20.84			\$ 34.77		\$ 22.37					
Yellow Sand (Sandy Lone or Sticky Sand)													
Stone Fill Extra Heavy/Delivered		\$ 40.00	\$ 24.65					\$ 32.00				\$ 30.00	
Item#4 Gravel/Delivered												\$ 10.20	
Screenings Snow & Ice Control/Delivered		\$ 12.05											
1B Washed Snow & Ice Control/Delivered		\$ 14.05											
Additional delivery price per ton for any item that is priced for Pick Up		\$ 5.80	\$ 6.00					5.95/8.65		\$ 6.50			

Town of Coeymans 1305 SR 143 Coeymans		Lowest Pick-up Price										
Pick up Location	Item	Callanan	Cobleskill Stone Products	Cranesville Block Company	Carver Sand & Gravel	RI Valente Gravel	Troy Sand & Gravel					
105 Peter Callanan Drive, South Bethlehem			Rt 30 Schoharie	427 Sacandaga Rd Scotia	Rt 30 Schoharie	3349 Route 2 Cropseyville	36 Grange Road West Sand Lake					
		Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N
Screenings		\$ 11.00	\$ 27.64		\$ 29.14		\$ 25.92					
1A		\$ 23.25	\$ 31.89	\$ 42.06	\$ 33.64		\$ 32.22					
1A Washed		\$ 24.25	\$ 31.89		\$ 33.64							
1B		\$ 11.00	\$ 28.64		\$ 30.14		\$ 27.42					
1B Washed		\$ 13.00	\$ 28.64		\$ 30.14		\$ 27.42					
1		\$ 15.10	\$ 28.64		\$ 30.14		\$ 28.42					
1 ST			\$ 28.64		\$ 30.14		\$ 28.42					
1 ST Washed			\$ 28.64		\$ 30.14		\$ 28.42					
1 & 2 Mixed		\$ 15.75	\$ 28.64		\$ 30.14		\$ 28.42					
2		\$ 13.90	\$ 28.64	\$ 35.81	\$ 30.14		\$ 27.42					
3A		\$ 13.90	\$ 28.64		\$ 30.14		\$ 27.42					
3		\$ 13.90	\$ 28.64	\$ 38.06	\$ 30.14	\$ 31.20	\$ 27.42					
5 (Railroad Ballast)		\$ 16.25	\$ 30.89		\$ 31.89		\$ 28.42					
Stone Fill Light		\$ 15.00	\$ 31.39		\$ 31.89		\$ 28.42					
Stone Fill Medium		\$ 17.00	\$ 32.39		\$ 33.89		\$ 29.42					
Stone Fill Heavy		\$ 19.00	\$ 32.39		\$ 34.64		\$ 31.42					
Gabion Stone		\$ 15.00	\$ 31.39		\$ 31.89		\$ 28.42					
Crusher Run w/Stone Dusk for Compaction		\$ 11.75	\$ 26.39	\$ 35.31	\$ 27.64	\$ 29.20	\$ 26.22					
Stone Blend: (Mix of) 25% 2 Washed		\$ 21.75	\$ 30.39		\$ 33.39							
Stone Dust		\$ 11.00	\$ 27.64	\$ 35.31	\$ 29.14							
Yellow Sand (Sandy Lone or Sticky Sand)												
Stone Fill Extra Heavy/Delivered		\$ 40.00			\$ 32.00		\$ 30.00					
Item#4 Gravel/Delivered						\$ 14.99	\$ 10.20					
Screenings Snow & Ice Control/Delivered		\$ 9.95										
1B Washed Snow & Ice Control/Delivered		\$ 11.95										
Additional delivery price per ton for any item that is priced for Pick Up		\$ 3.70			8.55/9.85	\$ 7.50						

Town of Westerlo 671 CR401 Westerlo NY 12193		Lowest Pick-up Price	Cobleskill Stone Products	Cranesville Block Company	Carver Sand & Gravel	RJ Valente Gravel	Troy Sand & Gravel	
	Pick up Location	Callanan	Rt 30 Schoharie	427 Sacandaga Rd Scotia	Rt 30 Schoharie	3349 Route 2 Cropseyville	36 Grange Road West Sand Lake	
	Item	105 Peter Callanan Drive, South Bethlehem						
		Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ Mileage
	Screenings	\$ 15.27	\$ 22.73		\$ 23.67		\$ 28.15	
	1A	\$ 27.52	\$ 26.98	\$ 40.02	\$ 28.17		\$ 34.45	
	1A Washed	\$ 28.52	\$ 26.98		\$ 28.17			
	1B	\$ 15.27	\$ 23.73		\$ 24.67		\$ 29.65	
	1B Washed	\$ 17.27	\$ 23.73		\$ 24.67		\$ 29.65	
	1	\$ 19.37	\$ 23.73		\$ 24.67		\$ 30.65	
	1 ST		\$ 23.73		\$ 24.67		\$ 30.65	
	1 ST Washed		\$ 23.73		\$ 24.67		\$ 30.65	
	1 & 2 Mixed	\$ 20.02	\$ 23.73		\$ 24.67		\$ 30.65	
	2	\$ 18.17	\$ 23.73	\$ 33.77	\$ 24.67		\$ 29.65	
	3A	\$ 18.17	\$ 23.73		\$ 24.67		\$ 29.65	
	3	\$ 18.17	\$ 23.73	\$ 36.02	\$ 24.67		\$ 29.65	
	5 (Railroad Ballast)	\$ 20.52	\$ 25.98		\$ 26.42		\$ 30.65	
	Stone Fill Light	\$ 19.27	\$ 26.48		\$ 26.42		\$ 30.65	
	Stone Fill Medium	\$ 21.27	\$ 27.48		\$ 28.42		\$ 31.65	
	Stone Fill Heavy	\$ 23.27	\$ 27.48		\$ 29.17		\$ 33.65	
	Gabion Stone	\$ 19.27	\$ 26.48		\$ 26.42		\$ 30.65	
	Crusher Run w/Stone Dusk for Compaction	\$ 16.02	\$ 21.48	\$ 33.27	\$ 22.17	\$ 31.91	\$ 28.45	
	Stone Blend: (Mix of) 25% 2 Washed Stone, 25%	\$ 26.02	\$ 25.48		\$ 27.92			
	Stone Dust	\$ 15.27	\$ 22.73	\$ 33.27	\$ 23.67			
	Yellow Sand (Sandy Lone or Sticky Sand)							
	Stone Fill Extra Heavy/Delivered	\$ 40.00	\$ 25.45		\$ 32.00		\$ 30.00	
	Item#4 Gravel/Delivered						\$ 10.20	
	Screenings Snow & Ice Control/Delivered	\$ 10.80						
	1B Washed Snow & Ice Control/Delivered	\$ 12.80						
	Additional delivery price per ton for any item that is priced for Pick Up	\$ 4.55	\$ 6.50		6.45/9.35	\$ 8.50		

Town of Berne 1811 Helderberg Trail Highway D		Lowest Pick-up Price		Cobleskill Stone Products		Cranesville Block Company		Carver Sand & Gravel		RJ Valente Gravel		Troy Sand & Gravel	
Pick up Location		Callanan		Rt 30 Schoharie		427 Sacandaga Rd Scotia		Rt 30 Schoharie		3349 Route 2 Cropseyville		36 Grange Road West Sand Lake	
Item		Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N
Screenings		\$ 18.34	\$ 15.79	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29
1A		\$ 30.59	\$ 20.04	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79
1A Washed		\$ 31.59	\$ 20.04	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79	\$ 21.79
1B		\$ 18.34	\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
1B Washed		\$ 20.34	\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
1		\$ 22.44	\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
1 ST			\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
1 ST Washed			\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
1 & 2 Mixed		\$ 23.09	\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
2		\$ 21.24	\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
3A		\$ 21.24	\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
3		\$ 21.24	\$ 16.79	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29
5 (Railroad Ballast)		\$ 23.59	\$ 19.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04
Stone Fill Light		\$ 22.34	\$ 19.54	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04
Stone Fill Medium		\$ 24.34	\$ 20.54	\$ 22.04	\$ 22.04	\$ 22.04	\$ 22.04	\$ 22.04	\$ 22.04	\$ 22.04	\$ 22.04	\$ 22.04	\$ 22.04
Stone Fill Heavy		\$ 26.34	\$ 20.54	\$ 22.79	\$ 22.79	\$ 22.79	\$ 22.79	\$ 22.79	\$ 22.79	\$ 22.79	\$ 22.79	\$ 22.79	\$ 22.79
Gabion Stone		\$ 22.34	\$ 19.54	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04
Crusher Run w/Stone Dusk for Compaction		\$ 19.09	\$ 14.54	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79
Stone Blend: (Mix of) 25% 2 Washed Stone,		\$ 29.09	\$ 18.54	\$ 21.54	\$ 21.54	\$ 21.54	\$ 21.54	\$ 21.54	\$ 21.54	\$ 21.54	\$ 21.54	\$ 21.54	\$ 21.54
Stone Dust		\$ 18.34	\$ 15.79	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29	\$ 17.29
Yellow Sand (Sandy Lone or Sticky Sand)													
Stone Fill Extra Heavy/Delivered		\$ 40.00	\$ 22.25	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 32.00
Item#4 Gravel/Delivered													
Screenings Snow & Ice Control/Delivered		\$ 12.05											
1B Washed Snow & Ice Control/Delivered		\$ 14.05		\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
Additional delivery price per ton for any item that is priced for Pick Up		\$ 5.80	\$ 4.30	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45	\$ 4.25/6.45

Town of Knox 1411 Township Road SR 146 Knox N		Lowest Pick-up Price					
Pick up Location	Callanan		Cobleskill Stone Products	Cranesville Block Company	Carver Sand & Gravel	RJ Valente Gravel	Troy Sand & Gravel
	105 Peter Callanan Drive, South Bethlehem		Rt 30 Schoharie	427 Sacandaga Rd Scotia	Rt 30 Schoharie	3349 Route 2 Cropseyville	36 Grange Road West Sand Lake
Item	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ Mileage
Screenings	\$ 19.96	\$ 15.97			\$ 17.59		\$ 24.78
1A	\$ 32.21	\$ 20.22		\$ 32.14	\$ 22.09	\$ 33.90	\$ 31.08
1A Washed	\$ 33.21	\$ 20.22			\$ 22.09		
1B	\$ 19.96	\$ 16.97			\$ 18.59		\$ 26.28
1B Washed	\$ 21.96	\$ 16.97			\$ 18.59		\$ 26.28
1	\$ 24.06	\$ 16.97			\$ 18.59		\$ 27.28
1 ST		\$ 16.97			\$ 18.59		\$ 27.28
1 ST Washed		\$ 16.97			\$ 18.59		\$ 27.28
1 & 2 Mixed	\$ 24.71	\$ 16.97			\$ 18.59		\$ 27.28
2	\$ 22.86	\$ 16.97		\$ 25.89	\$ 18.59		\$ 26.28
3A	\$ 22.86	\$ 16.97			\$ 18.59		\$ 26.28
3	\$ 22.86	\$ 16.97		\$ 28.14	\$ 18.59		\$ 26.28
5 (Railroad Ballast)	\$ 25.21	\$ 19.22			\$ 20.34		\$ 27.28
Stone Fill Light	\$ 23.96	\$ 19.72			\$ 20.34		\$ 27.28
Stone Fill Medium	\$ 25.96	\$ 20.72			\$ 22.34		\$ 28.28
Stone Fill Heavy	\$ 27.96	\$ 20.72			\$ 23.09		\$ 30.28
Gabion Stone	\$ 23.96	\$ 19.72			\$ 20.34		\$ 27.28
Crusher Run w/Stone Dusk for Compaction	\$ 20.71	\$ 14.72		\$ 25.39	\$ 16.09	\$ 28.90	\$ 25.08
Stone Blend: (Mix of) 25% 2 Washed Stone, 25%	\$ 30.71	\$ 18.72			\$ 21.84		
Stone Dust	\$ 19.96	\$ 15.97		\$ 25.39	\$ 17.59	\$ 27.41	
Yellow Sand (Sandy Lone or Sticky Sand)							
Stone Fill Extra Heavy/Delivered	\$ 40.00	\$ 22.65			\$ 32.00		\$ 30.00
Item#4 Gravel/Delivered							\$ 10.20
Screenings Snow & Ice Control/Delivered	\$ 13.30						
1B Washed Snow & Ice Control/Delivered	\$ 15.30				\$ 13.50		
Additional delivery price per ton for any item that is priced for Pick Up		\$ 7.05	\$ 4.40		4.35/6.55	\$ 9.50	

City of Albany 1 Conners Blvd, Albany Ny 12204													
Item	Pick up Location	Delivered		Lowest Delivered Price		Lowest Pick-up Price		Cranesville Block Company	Carver Sand & Gravel	RJ Valente Gravel	RJ Valente Gravel	Troy Sand & Gravel	Troy Sand & Gravel
		Callanan	Callanan	Price	Price	Cobleskill Stone Products	Price						
		105 Peter Callanan Drive, South Bethlehem	105 Peter Callanan Drive, South Bethlehem			Rt 30 Schoharie	427 Sacandaga Rd Scotia	Rt 30 Schoharie		George Thompson rd Mechanicville	3349 Route 2 Cropseyville	36 Grange Road West Sand Lake	36 Grange Road West Sand Lake
Screenings		Price Per Ton W/ N	Delivered Per Ton	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Delivered Per Ton	Price Per Ton W/ N	Price Per Ton W/ N	Price Per Ton W/ N	Delivered Per Ton
1A		\$ 14.16	\$ 12.45	\$ 29.98				\$ 31.49			\$ 15.34		
1A Washed		\$ 26.41	\$ 24.70	\$ 34.23	\$ 32.92	\$ 35.99					\$ 21.64		
1B		\$ 27.41	\$ 25.70	\$ 34.23									
1B Washed		\$ 14.16	\$ 12.45	\$ 30.98							\$ 16.84		
1		\$ 16.16	\$ 14.45	\$ 30.98							\$ 16.84		
1 ST		\$ 18.26	\$ 16.55	\$ 30.98							\$ 17.84		
1 ST Washed				\$ 30.98									
1 & 2 Mixed				\$ 30.98									
2		\$ 18.91	\$ 17.20	\$ 30.98							\$ 17.84		
3A		\$ 17.06	\$ 15.35	\$ 30.98	\$ 26.67	\$ 32.49		\$ 20.20			\$ 16.84		
3		\$ 17.06	\$ 15.35	\$ 30.98	\$ 28.92	\$ 32.49		\$ 20.20			\$ 16.84		
5 (Railroad Ballast)		\$ 19.41	\$ 17.70	\$ 33.23							\$ 17.84		
Stone Fill Light		\$ 18.16	\$ 16.45	\$ 33.73				\$ 34.24			\$ 17.84		
Stone Fill Medium		\$ 20.16	12.25 + hourly rate	\$ 34.73				\$ 36.24			\$ 18.84		
Stone Fill Heavy		\$ 22.16	14.25 + hourly rate	\$ 34.73				\$ 36.99			\$ 20.84		
Gabion Stone		\$ 18.16	\$ 16.45	\$ 33.73				\$ 34.24			\$ 17.84		
Crusher Run w/Stone Dusk for Compaction 3/4"		\$ 14.91	\$ 13.20	\$ 28.73	\$ 26.17	\$ 29.99		\$ 18.20			\$ 15.64		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1"		\$ 24.91	\$ 23.20	\$ 32.73				\$ 35.74					
Stone Dust		\$ 14.16	\$ 12.45	\$ 29.98	\$ 26.17	\$ 31.49		\$ 16.71		\$ 14.89			
Yellow Sand (Sandy Lone or Sticky Sand)								\$ 9.49					
Rip Rap													
Stone Fill Extra Heavy/Delivered		\$ 40.00			\$ 32.00						\$ 30.00		
Item#4 Gravel/Delivered											\$ 10.20		
Screenings Snow & Ice Control/Delivered		\$ 12.45											
1B Washed Snow & Ice Control/Delivered		\$ 14.45											
Additional delivery price per ton for any item that is priced for Pick Up		\$ 6.20						7.00/9.60	5				

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY PURCHASING COOPERATIVE



RFB #2020-003

CRUSHED STONE

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

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

TITLE: CRUSHED STONE RFB NUMBER: 2020-003

Receipt Confirmation Form

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

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ Yes / ☐ No

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

Courier Collect: _____ Mail _____

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

NON-BIDDER RESPONSE

RFB #2020-003
CRUSHED STONE

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2020-003**

Sealed Bids for CRUSHED STONE as requested by Albany County Purchasing Cooperative will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, February 20, 2020.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **February 06, 2020**

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
January 30, 2020

PUBLISH ONE DAY – FEBRUARY 06, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – FEBRUARY 06, 2020 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **CRUSHED STONE**
- 1.2 Requesting Department: **ALBANY COUNTY PURCHASING COOPERATIVE**
- 1.3 Bid Number: **2020-003**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **CRUSHED STONE** as requested by **ALBANY COUNTY PURCHASING COOPERATIVE**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 This Request for Bids is a cooperative venture among Albany County, City of Albany, Town of Coeymans, Town of Berne, Town of Guilderland, Town of Knox, Town of New Scotland, and Town of Westerlo. Any pricing offered to Albany County under this RFB shall be extended to these agencies.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00am Thursday February 20, 2020** at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

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

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of May 1, 2020 – April 30, 2021. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

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

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

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

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

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

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

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

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

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

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

SECTION 10: Section not in use

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

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

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

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

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

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

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

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

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or

relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

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

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

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

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

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

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.

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

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

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

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not

relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

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

SECTION 23: CASH DISCOUNT

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

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

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

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in

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

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

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

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

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: Section not in use

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

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

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease

the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: Section not in use

**ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
CRUSHED STONE
RFB-2020-003
DETAILED SPECIFICATIONS**

It is the intent of these specifications to solicit bids from responsible bidders for **Crushed Stone** where and when directed by the Commissioner of the Albany County Department of Public Works hereinafter referred to as the "County". Material specifications are the New York State Department of Transportation specifications of May 1, 2008, hereinafter referred to as "NYSDOT", or as modified by the County.

1. MATERIAL:

All material shall comply with the Applicable Specifications of items listed by the NYSDOT Standard Specifications of May 1, 2008

2. ESCALATION CLAUSE:

This is a fixed unit price bid and the awarded bidder will not be entitled to extra reimbursement due to price escalation or for cost of inflation.

3. PAYMENT:

Payment will be made on a per ton basis. Weigh slips for each truck load will be supplied to the County at the time of pick up.

4. F.O.B. POINT:

- 1.) All materials with the exception of items designated as delivered on the bid form, will be picked up by the County at the awarded facility, as specified on the bid form as "Pick-Up Location." All prices for these items must be quoted F.O.B. Pick-up Location. Prices for DELIVERED MATERIALS must be quoted F.O.B. destination to County delivery locations as specified on the bid form. All items awarded to a vendor must be available for the duration of the specified bid period. Vendors not supplying products during the specified bid term may forfeit future bid awards with Albany County. **Products that are awarded and not supplied by the awarded vendor will be purchased on the open market and the cost difference will be billed back to the original awarded vendor for the remainder of the bid period.**

5. DELIVERY:

- 1) Municipalities will generally pick up materials at the plant location. In the event the municipalities need the product delivered the vendor is to note on each bid form the additional price per ton for delivery for any item that is noted as pick up FOB. For billing: the vendors will bill the item at the pick-up price that was awarded and then the additional price per ton for delivery.

6. AWARD STIPULATIONS:

- a. Award of items under this bid will be made to the bidder who will provide the items at the lowest total cost to the County. The distance that Albany County vehicles must travel to (and from) the awarded bidder's pick-up location to obtain the materials, and the cost associated therewith, will be considered as a component of total cost during bid evaluation and award. **Mileage is listed on the attached form showing the total round trip from facility location to plant location. In the event a vendor bids a pick up location that is not listed in this form the County reserves the right to determine the mileage during the review process.**
- b. The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County. Awards may be made separately for each municipality, if it is in the best interest of the County.

6. DIVISION LOCATIONS:

Alb. Co. Colonie: 756 Albany-Shaker Road, Albany, NY 12212
Alb. Co. Berne: County Route 2, 821 Cole Hill Road, East Berne, NY 12059
Alb. Co. Coeymans: 156 County Route 111, Alcove, NY 12007
Alb. Co. Coeymans: 255 Old Quarry Road, CR 102 Feura Bush NY 12067
Alb. Co. Knox: 1296 Township Road, Knox, NY 12107
Alb. Co. New Scotland: 449 New Salem Road, Voorheesville, NY 12186
Alb. Co. Rensselaerville: 265 County Route 357, Medusa, NY 12120
Alb. Co. Westerlo: 19 County Route 410, Westerlo, NY 12193
Town of Berne: #1811 Helderberg Trail Highway Department, Berne NY
Town of Coeymans: 1305 St. Rte. 143 Coeymans Hollow, NY 12046
Town of Guilderland: 6338 French's Mill Road, Guilderland Center NY 12085
Town of Knox: 1411 Township Rd., St Rte 146, Knox NY 12107
Town of New Scotland: 2029 New Scotland Rd, Slingerlands NY 12159
Town of Westerlo: 671 County Road 401 Westerlo NY 12193
City of Albany: Rapp Road Landfill, Albany NY 12205
City of Albany: 1 Conners Blvd, Albany NY 12204

7. ESTIMATED PURCHASE:

Estimates are listed in separate attachment.

These are estimates only and not to be considered minimum or maximum purchases.

Municipality	Crushed Stone	Tons
Albany County Division		
Colonie 756 Albany Shaker	Crusher Run	800
	Light Stone Fill	120
Albany County Division		
New Scotland 449 New Salem Road	Crusher Run	3200
	Light Stone Fill	350
	Medium Stone Fill	150
Albany County Division		
Coeymans 255 Old Quarry Road	Crusher Run	5000
Coeymans 145 County Rt 111	Light Stone Fill	500
Westerlo 19 County Route 410	Medium Stone Fill	500
	#4 Gravel	100
Albany County Division		
Berne 821 Cole Hill Road	Crusher Run	5000
Knox 1296 Township Road	Light Stone Fill	500
	Medium Stone Fill	500
Albany County Division		
Rensselaerville 265 County Rt 357	Large Stone Fill	1500
	Crusher Run	5000
City of Albany		
	1A Washed	1100
	1B Washed	500
	#2	500
	#3	2500
	Crusher Run 3/4in	1500
	Riprap	250
	Stone Dust	600
	Yellow Sand	500
Town of Berne	Crusher Run	6000
	1A	3000
Town of Coeymans	Crusher Run	1000
	#4	2000
	#3	25
Town of Guilderland		
	1A	200
	#1	200
	#2	200
	#3	300
	Light stone Fill	250
	Crusher Run	150
Town of Knox	Crusher Run	1000

Municipality	Crushed Stone	Tons
	1A	750
	1B	750
	Stone Dust	300
Town of New Scotland	1B Washed	4000
	Light Stone Fill	100
	Crusher Run	5000
	Item#4 Gravel	100
Town of Westerlo	1B Washed	3000
	1A Washed	300
	Crusher Run	3000
Usage are estimates only and are not to be considered minimum or maximum purchases.		

2019 Mileage for Asphalt and Stone Bids (Round Trip Miles to and from Vendor)

		Berne	Coeyman CR102	Coeyman CR 111	Colonie	Knox	New Scotland	Rensselaer ville	Westerlo	Town of Berne	Town of Knox	Bethlehem	Town Coeymans	Town Westerlo	Town New Scot	Guiderland	Albany Connors blvd	ALBANY Rapp Rd
Albany Asphalt/Callanan	Port of Albany	42	18.4	39	26	56	28	53	41	47.8	57	13.6	34.4	45.4	26.8	27.6	8	22
Callanan Ind.	South Beth.	35.2	16.2	13.6	44	45	29.6	42	30	40.2	45.6	8.4	15.8	30	24.6	37	26.3	32
Callanan Ind.	Watervliet	72.4	39.2	60	14	64	48	72	63.4	70.4	63.4	31	57.2	66.2	40.8	37.6	14.6	28.7
Callanan Ind.	Schenectady/ Kings Rd	51.6	41.4	58	14	33.6	27	67.1	54.4	45.4	34.4	41.6	53.4	56.6	27.8	18	33.4	16.4
Callanan Ind.	Amsterdam	69.6	83.6	95	45	34	61.2	67.2	76	65	35	81.6	95.4	95.4	89	51	65	52.8
Carver Sand & Gravel	Altamont	31	49.3	54	28	8	26	56.8	52.6	31	7.4	40.8	54.8	53.1	27.6	18.4	38.8	22.4
Carver Sand & Gravel	Halfmoon	76	50.4	70	28	58	46	86	84	71.4	58.6	44	70	74.5	51	45.8	27.4	32.8
Carver Sand & Gravel	Middleburg	36	62.8	80	75	30	56	44	51	28.4	29.4	70.4	67.8	49.8	52.2	45.3	75.6	88.1
Carver Sand & Gravel	LaFarge Quarry 1916 US Rte 9W Ravena	44.6	16.2	17.8	42.6	55.6	35.8	44.2	34.6	48	53.6	11	14.6	35.4	26.8	50.6	25.6	59.6
Cobleskill Stone	Schoharie	31	67.3	65	81	25.4	62	49.4	46	23.4	24	64.8	62.8	46.5	47.2	40.2	70.6	83.1
Gorman Brothers	208 Church St, Port of Albany	44	33.4	40	27	54	28	54	45	50.6	54.6	23.4	35.2	45.5	30	33	7	20
New Castle	230 Riverside Ave Rensselaer	51	43.6	45.4	23	46.8	38.6	62	48.6	53	48	15.8	41.6	50.8	40.8	28	8	24.8
Pekham	Catskill	75.2	65	53.2	91	87	78.6	72	55.5	83.4	87.6	64.7	56	58	82.6	79.6	91.2	83.6
Peter Freuh	Feura Bush	30	1	21	36	45.4	22	37	28	35	46.6	10.8	18	31.4	25.6	27.4	77.6	86.9
Troy Sand & Gravel	West Sand Lake	66.6	40	60	35	56.2	48.6	79	63.3	70.2	56.8	33.2	60.6	68	68.8	66	25.4	25.4
Wm Larned & Sons	Schenectady	42	46.2	69.8	29	25	35.3	65	61	36.9	25.6	50.6	48.3	61.4	35.8	19.4	36.7	28.7
Wm Larned & Sons	SR 158 Altamont NY 12009 (Gulid)	26.6	29.4	44.4	27.8	14	17.4	55	45.2	30	15	43	47	50.2	18.8	6	33.4	23.4
Doimite	Altamont	31	49.3	54	28	15	26	56.8	52.6	27	15.6	40.8	54.8	54.6	27.6	18.4	38.8	22.4
Cranseville Block	Scotia	45.8	54.6	77.4	36	33.2	36.4	90.8	67	49.2	41.2	49	74.2	67.4	48	25	43.8	31.8
RJ Valente	116 Button Rd Waterford NY 12188	76	50.2	73	25.2	59	47.2	86.2	76.8	82	60.2	45	68.6	77.4	49	43.8	30.4	49.4
RJ Valente	3349 Rte2 Cropseyville NY	82.8	54	65.6	36.2	70.2	58.4	90	80.4	86.2	71.2	48.6	72.2	81.2	55.6	56	35.6	61.6
RJ Valente	8 Jennifer Drive Wynantskill NY	66.4	37.6	58.6	23.6	57.6	48.4	73.6	64	69.8	58.6	32.2	56	64.8	39.4	43.2	19.2	55.8

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Crushed Stone
Bid Number: RFB#2020-003

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

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

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

BF1

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

7. Communication concerning this Bid shall be addressed to:

Phone: _____ Fax: _____

E-mail: _____

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

Albany County Colonie 756 Albany Shaker Road, Colonie NY 12212		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Albany County New Scotland 449 New Salem Road, Voorheesville NY 12186		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Albany County Coeymans 255 Old quarry Road CR 201, Feura Bush NY 12067

Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up	\$	
	Vendor:	
	Phone:	
	Fax:	

Albany County Coeymans 145 CR 111, Alcove NY 12007		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Albany County Westerlo 19 CR 410 Westerlo NY 12193		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Albany County Berne, 821 Cole Hill Road, CR2 East Berne NY 12059		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Albany County Knox 1296 Township Road, SR 146 Knox NY 12107		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Albany County Rensselaerville 265 CR 357 Medusa NY 12120		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Town of New Scotland 2029 New Scotland Road, Slingerlands NY 12159		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Town of Guilderland 6338 French's Mill Road, Guilderland Center NY 12085

Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
	Vendor:	
	Phone:	
	Fax:	

Town of Coeymans 1305 SR 143 Coeymans Hollow NY 12046		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Town of Westerlo 671 CR401 Westerlo NY 12193		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Town of Berne 1811 Helderberg Trail Highway Dept Berne NY 12023		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

Town of Knox 1411 Township Road SR 146 Knox NY 12107		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

City of Albany Rapp Road Landfill Albany NY 12205		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dust for Compaction 3/4"		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Rip Rap		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

City of Albany 1 Conners Blvd, Albany Ny 12204		
Pick up Location		
Item		Price Per Ton
Screenings		
1A		
1A Washed		
1B		
1B Washed		
1		
1 ST		
1 ST Washed		
1 & 2 Mixed		
2		
3A		
3		
5 (Railroad Ballast)		
Stone Fill Light		
Stone Fill Medium		
Stone Fill Heavy		
Gabion Stone		
Crusher Run w/Stone Dusk for Compaction 3/4"		
Stone Blend: (Mix of) 25% 2 Washed Stone, 25% 1 Washed Stone, 50% 1A Washed Stone		
Stone Dust		
Yellow Sand (Sandy Lone or Sticky Sand)		
Rip Rap		
Stone Fill Extra Heavy	Delivered	
Item#4 Gravel	Delivered	
Screenings Snow & Ice Control	Delivered	
1B Washed Snow & Ice Control	Delivered	
Additional delivery price per ton for any item that is priced for Pick Up \$		
Vendor:		
Phone:		
Fax:		

BID FORM

BID IDENTIFICATION:

Title: Crushed Stone

Bid Number: RFB#2020-003

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

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

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☐ No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Printed Name

Title

Date

Request for Contract Approval	
Request ID #	5387
Contract #	5487
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	NH6020 - Nursing Home
Date submitted	3/19/20
Contact person	Coffey, Thomas
Contact Phone	518-869-2231
Vendor	National Research Corporation d/b/a/ NRC Health
Estimated Amount	\$25,000
Estimated Term	36 months
Scope of Services	NRC will provide comprehensive resident, family and staff survey methodologies utilizing a wide range of data collection at Shaker Place and create trends of services being provided and will be used to set up training programs to improve the quality of care and resident, family and staff satisfaction (see attached scope of services). This will be a (3) year engagement at a cost of \$25,000. This membership will include Customer and Employee Experience and the American Health Care Association Core Q.
Budget Line Item	NH6020
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

Larry I. Slatky
Executive Director

MEMORANDUM

TO: Hon. Daniel P. McCoy
Albany County Executive

FROM: Larry I. Slatky
Executive Director

DATE: March 19, 2020

SUBJECT: National Research Corporation

Shaker Place Rehabilitation and Nursing Center respectfully requests to contract with National Research Corporation who provides mandatory satisfaction survey data for residents, families and staff. National Research Corporation is a sole source company and we request a three (3) year agreement that will commence on August 1, 2020. The amount of the agreement for the three (3) year contract will be \$25,000.00.

We respectfully request approval of this agreement with National Research Corporation.



4/9/2020

Larry Slatky
Albany County Nursing Home
780 Albany Shaker Rd
Albany, NY 12211

Dear Larry,

On behalf of NRC Health, we sincerely appreciate the opportunity to partner with Albany County Nursing Home and to present you with this Letter of Agreement (LOA) to confirm the terms of membership for your organization. Our focus is to provide your organization with solutions and services that empower you to better understand the people you care for and design care experiences that inspire loyalty.

We understand that before they became 'target audiences', 'stakeholders', and 'populations', they were—and remain—people. Men and women navigating a personal journey toward well-being. Residents. Patients. Families. Physicians. Staff. Their experiences matter equally and differ greatly. NRC Health solutions help you see the people you care for with greater clarity, immediacy and depth.

Please confirm your agreement and acceptance of the following terms by signing and returning this LOA by email to kbenesch@nrchealth.com or via facsimile to my attention at 402.475.9061. Upon receipt of the signed LOA, NRC Health will begin services as of the Membership Effective Date set forth below.

We look forward to working with you as a strategic partner. Together, we will go further and faster in changing the way care is delivered and received. If we can provide you with any additional information, please feel free to contact me at any time.

Sincerely,

National Research Corporation d/b/a NRC Health

/s/ Kyle Benesch

Title: Business Development Manager

Date: 4/6/2020

Albany County Nursing Home

By: _____

Printed Name: _____

Title: _____

Date: _____

NRC Health Solutions

Your membership includes the following Post-Acute Experience solution(s):

- ☒ Customer Experience
- ☒ Employee Experience
- ☒ AHCA/NCAL CoreQ

Membership Effective Date: 08/01/2020-07/31/2023

Annual Membership Fee:

08/01/2020-07/31/2021: \$7,875

08/01/2021-07/31/2022: \$8,268.75

08/01/2022-07/31/2023: \$8,682.19

Invoice Terms: Invoiced annually at start

Payment Terms: Net thirty (30) days from date of invoice

Additional Terms:

- Should there be a conflict between the terms of the most recent LOA and the associated Membership Subscription Agreement, the terms of the most recent LOA will take precedence.
- While customization is possible, it is subject to approval and additional fees.
- The pricing outlined in this LOA will expire in the event that the LOA is not signed and returned within thirty (30) days of the date first stated in the LOA.
- This is a fixed fee, contracted price, based on estimated volumes noted, and inclusive of all services noted in this LOA for the solution(s) purchased during the membership subscription term. Any changes in contract pricing will be applied on a prospective basis and credits will not be provided.
- The Annual Membership Fee is subject to a 5% increase upon renewal.
- In the event there is a change in the Contracted Number of Locations the price for the new Contracted Number of Locations will be effective moving forward and credits will not be provided (applicable to Transparency measurement only).
- The Membership Effective Date and Annual Membership Fee are inclusive of an implementation period and related fees.
- Please complete the corresponding table found on Exhibit "A" for solutions selected above
- The following comprehensive Summary of Benefits is dependent on solutions selected above.

Post-Acute Experience Summary of Benefits

NRC Health's Post-Acute Experience solution captures deeply personal experiences in real-time and over time. These insights power a new benchmark: n=1.

Customer Experience

The Customer Experience solution provides survey and improvement expertise for long-term care facilities and also provides access to a bank of improvement resources and educational development opportunities, including:

- Core NRC Health survey tools and valuable reporting deliverables
- Seamless implementation guided by your NRC Health service team
- Service professionals dedicated to education and account information
- Access to the Best Practice Webinar Series—an educational series that provides actionable takeaways and solutions for issues impacting today's evolving healthcare environment
- Access to Regional Networking events across the United States
- Subscription to the NRC Health FOCUS and FOCUS Insider e-newsletters
- Subscription to NRC Health case studies, white papers, and industry notifications to keep your organization up-to-date

Employee Experience

NRC Health offers healthcare providers strategic workforce feedback tools that quickly and easily survey and assess your workforce. You'll be able to focus on improvement practices that can increase quality of care, reduce staff turnover, facilitate culture change, improve organizational performance and enhance your brand. The Employee Experience solution features:

- Use of a questionnaire that can be used across healthcare settings to gain an enterprise-wide view of workforce engagement and customer-centric culture
- Strategic feedback tools that quickly and easily survey and assess your workforce

AHCA/NCAL CoreQ

By selecting AHCA/NCAL CoreQ above, Member grants NRC Health permission to release data obtained in responses to the CoreQ Satisfaction Questionnaire administered on behalf of Member for use in connection with the American Health Care Association/National Center for Assisted Living LTC Trend Tracker.

Exhibit "A"

(Please complete for any corresponding solutions selected in the LOA)

MAXIMUM NUMBER OF LOCATIONS-STAR RATINGS	#
MAXIMUM NUMBER OF LOCATIONS-REPUTATION MONITOR	#
TOTAL NUMBER OF HOME HEALTH/HOSPICE CCN'S	#
TOTAL NUMBER OF LOCATIONS-CUSTOMER	#1
TOTAL NUMBER OF LOCATIONS-EMPLOYEE	#1

Customer/Employee Program Methodology (Select One): ☒ Mail ☒ Electronic

Languages: English/Spanish included

Other Requirements (Additional Fees):

(Please complete for CoreQ submission)

FACILITY NAME	FEDERAL MEDICARE PROVIDER NUMBER	NCAL ID NUMBER

(Please complete for CAHPS Hospice and HHCAHPS)

SOLUTION	CCN/TIN NO.	# OF AGENCIES/CLINICIANS/TINS

CAHPS Survey Methodology (Select One): ☐ Mail ☐ Phone--(Additional Fees)

Languages: English/Spanish included

Other Requirements (Additional Fees):

Membership will include the following facilities:

<u>FACILITY NAME</u>	<u>FACILITY TYPE</u>	<u>MEDICARE/NCAL ID</u>	<u>ADDRESS</u>

Request for Contract Approval	
Request ID #	5448
Contract #	5548
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A6772 - Aging
Date submitted	4/3/20
Contact person	Dillon, Patrick
Contact Phone	518 447 7733
Vendor	Life Path (Formerly Senior Services of Albany)
Estimated Amount	\$36,350
Estimated Term	4/1/2020 - 3/31/2021
Scope of Services	The Contractor shall deliver the Health Insurance Information Counseling and Assistance Program (HIICAP) and provide outreach, access, education and assistance to individuals who are 65+ and/or disabled, regarding Medicare, NYS EPIC and other insurance programs.
Budget Line Item	AA6772
Fiscal Impact	County 0.00%
	State 0.00%
	Federal 100.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7722
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: April 3, 2020

Re: Request for CAB approval

Program:	Health Insurance Information, Counseling and Assistance Program (HIICAP)
Provider:	Life Path (Senior Services of Albany)
Contract Term:	4/1/2020– 3/31/2021
Contract Amount:	\$36,350.00

ACDFA is requesting approval to enter into agreement with the said Contractor to ensure the provision of HIICAP services for the stated contract term.

Health Insurance Information, Counseling and Assistance Program offer's outreach, access, education, and assistance to senior eligible Medicare and dual eligible Medicare / Medicaid individuals.

A Request for Proposal No. 2020-039 was issued of February 20, 2020. There was one (1) response to the RFP. After review of the only proposal the award was given to Life Path, who has been the Contractor for HIICAP for the past several years.

Life Path is equipped to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, and Medicare managed care or Medicare Advantage Plans, EPIC enrollment and coordination with Medicare Prescription Drug coverage, long term care insurance and other health insurance.

100% Federal Funded.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP #2020-039

PROFESSIONAL SERVICES FOR THE OPERATION OF HEALTH INSURANCE INFORMATION, COUNSELING AND ASSISTANCE PROGRAM (HIICAP)

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- 4.1 The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Contractor shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for AC DFA and Standard Assurances (EXHIBIT 1 & 2).
- 4.2 The Proposer shall document how they will provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services. The Proposer shall raise Medicare beneficiary awareness and enroll more Medicare beneficiaries in the LIS and or MSP benefit, particularly in the underserved zip code. Proposer shall educate Medicare beneficiaries on preventative and wellness benefits.
- 4.3 The Proposer shall make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide in-depth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Advantage Plans, EPIC enrollment and coordination with Medicare Prescription Drug Coverage, Medicare Savings Plan (MSP) and Low Income Subsidy (LIS), (EXHIBIT 3).
- 4.4 The Proposer will provide counseling information about original Medicare plan information and options and the Proposer HIICAP assigned staff must have knowledge and develop referral contacts for assistance in the following areas:
- Medicare eligibility, benefits, preventive services and claims filing;
 - Medicare Prescription Drug Benefit;
 - EPIC and how it works with the Medicare prescription drug plans;
 - Medicaid eligibility, benefits and spousal protections (Local Department for Social Services), Medicaid Managed Long Term Care (Independent Consumer Advocacy Network);

- Medicare Supplement insurance policy coverage, comparison information and claims filing;
 - Long Term Care (LTC) insurance and planning (NYS Partnership for LTC);
 - Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, "Extra Help", etc.).
- 4.5 The Proposer acknowledges that HIICAP is a volunteer-based program and will be operated as such. Proposers shall increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to DFA as part of the Proposers proposal.
- 4.6 The Proposer will not allow individuals who are currently licensed as health insurance agents/brokers, or have some other conflict of interest, to counsel, administer, or volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to beneficiaries. If the Proposer believes there may be a conflict of interest, the Proposer's Executive Director or HIICAP Coordinator will obtain direction from the DFA as to whether the relationship, as described by the Proposer, presents a conflict of interest.
- 4.7 The Proposer shall ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.
- 4.8 The Proposer agrees to designate a HAYCAP Coordinator to be responsible for the Proposer's performance under this Plan. The HIICAP Coordinator shall be the Proposer's representative and contact person for all HIICAP related issues including program and reporting.
- 4.9 The HIICAP Coordinator(s) designated by the Proposer will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.
- 4.10 The Proposer agrees that its designated HIICAP Coordinator(s) will attend at least one NYSOFA HIICAP training, use all NYSOFA-prescribed HIICAP training material, and encourage counselors to participate in NYSOFA sponsored monthly coordinator and other conference calls and webinars.
- 4.11 The Proposer agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is required by NYSOFA.
- 4.12 The Proposer shall make certain that all information and documentation pertaining to Medicare beneficiaries be kept confidential. Beneficiary information will be kept in an area

that is secure. All confidential documents will be stored in locked file cabinets or rooms accessible only to those who have authority, or, for digital versions, in a password protected electronic file. Whenever the Proposer has in its custody confidential Medicare beneficiary information that the Proposer does not need to keep on file any longer to be able to assist such beneficiary, the Proposer will dispose of that confidential information in a complete and secure manner (such as shredding) to avoid unauthorized disclosure(s) of the information.

- 4.13 The Proposer agrees that it will submit monthly performance reports as specified by DFA on all Beneficiary Contacts, Group Outreach, and Media Outreach Events via the STARS SHIP Tracking and Reporting System at: Health Commerce System (Peer Place) https://commerce.health.state.ny.us/public/hcs_login.html.
- 4.14 The Proposer agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The Proposer will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The Proposer assures that HIICAP counselors will have access to Internet-based information, training materials, counseling and enrollment tools.
- 4.15 The Proposer agrees to ensure adequate capacity to receive and properly answer and address all calls received.
- 4.16 Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part by a grant from the U.S. Administration for Community Living, Department of Health and Human Services, and Washington, D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore necessarily represent official Administration for Community Living policy." (HHS Grants Policy Statement: <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>). The grantee must use the SHIP Logo on all SHIP publications.
- 4.17 NYSOFA has approved the following disclaimers that the Proposer must use when disseminating HIICAP materials and/or advertising:

"The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers in regard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare. Nothing herein is intended nor should it be construed as an endorsement by the State of New York of any specific insurance product or insurer."

If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc.), the disclaimer below may be used as a substitute:

"New York State does not endorse nor recommend any specific insurance product. Or insurer; this program is solely intended to educate consumers about their choices."

- 4.18 Upon request by DFA, the Proposer will provide to DFA program information and other reports as required, in the format and at the timing specified by DFA, on activities provided under the current HIICAP grant.
- 4.19 The Proposer agrees to implement Volunteer Risk and Program Management (VRPM) policies and procedures as required by ACL.
- 4.20 All HIICAP staff and volunteers must be prepared to provide accurate and reliable counseling on HIICAP issues. HIICAP staff should be equipped to provide in-depth, complex counseling. All paid staff providing information, assistance and counseling must be a certified counselor or be working toward completing the mandatory NYSOFA certification examinations before providing the service to clients. Additionally, to increase and enhance the counselor work force, this program must include the recruitment, training and certification of qualified volunteer counselors. Counselors must oversee the training and quality of service provide by all staff and volunteer counselors and annually recertify trained volunteers. Significant training and support will be necessary to prepare volunteer counselors. The program should also provide regular trainings/meetings to keep volunteers up-to-date in all aspects of HIICAP. Training programs must include quality improvement protocols.
- 4.21 All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults and disabled individuals. The successful Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults and disabled individuals participating in the program. The successful Proposer shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each employee sign a Confidentiality and Disclosure form, (EXHIBIT 4).
- Confidentiality Policy: The Proposer shall have a written policy and procedures for all staff and volunteers that protect the confidentiality and limit the access to the client's information. Confidentiality is to be guaranteed for all clients receiving services funded by the Older Americans Act by Federal regulation. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (EXHIBIT 5).
- 4.22 In all matters related to this proposal, successful proposer shall be responsible to:
- Participate in HIICAP Coordinators' meetings and trainings as determined by the New York State HIICAP Program Coordinator.

- The successful proposer would be required to survey clients with the DFA HIICAP Satisfaction Survey (EXHIBIT 6) after receipt of service or at a minimum annually. Survey results shall be tabulated on the Outcome and Performance target report from (EXHIBIT 7) to be submitted monthly.

4.23 Funded programs will be required to submit vouchers and reports to the Department's Fiscal Director by the 10th day of the following month. No claims for payment will be paid in the absence of complete online mandatory reporting. Monthly reports shall include, but not be limited to, and voucher claim forms.

4.24 All program facilities of the successful proposer are to be open to Federal, State, and Albany County Department for Aging personnel for the purposes of observation and monitoring program operations. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the successful proposer. Any defects or faults found are to be corrected within 24 hours. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.

4.25 For monitoring and recognition purposes, the successful proposer shall:

- Give recognition to the Albany County Department for Aging, the New York State Office for Aging and the Administration on Community Living in any promotional materials or media use.
- Make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

4.26 The successful proposer shall maintain complete and proper accounting records clearly identifying the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County immediately upon request. All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the successful proposer for the performance of the work contemplated herein. Upon termination of this Agreement, the successful proposer shall make a full and final accounting of all State, Federal and County funds expended under this agreement, said accounting to be conducted within thirty (30) days after termination of the Agreement.

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

Request for Contract Approval	
Request ID #	5378
Contract #	5478
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date submitted	3/9/20
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	Johnson Controls Fire Protection
Estimated Amount	\$58,926
Estimated Term	5/1/2020 - 4/30/2021
Scope of Services	Annual fire alarm and fire sprinkler system test and inspections of various County facilities.
Budget Line Item	AA1620
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFQ

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
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, 9th 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

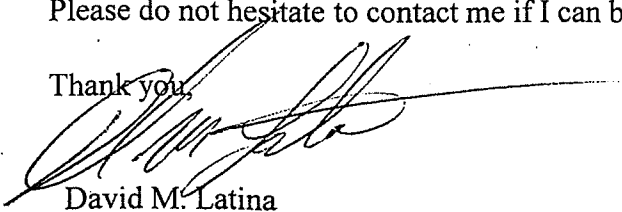
Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of a contract with Johnson Controls Fire Protection for semi-annual testing and inspection of fire alarm and sprinkler systems of various County buildings at a cost not to exceed \$58,926.

The quote provided conforms to existing State contract PT63104 for fire alarm and sprinkler testing and inspection with no increase over last year's contract. The contract term is 5/1/2020 - 4/30/2021.

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

Thank you,


David M. Latina
Commissioner

DML:tas
Enclosure(s)

2020

Property	Annual Fire Alarm Test & Inspection	Annual Sprinkler System Test & Inspection	Fire Pump System Test & Inspection	5-Year Obstruction & Internal Inspection	Totals
County Office Building	\$13,890.50	\$500.00	\$800.00		\$15,190.50
Dept. of Social Services	\$1,137.00	\$500.00			\$1,637.00
Stedman House	\$982.00	\$500.00			\$1,482.00
Judicial Center	\$12,505.00	\$500.00	\$800.00		\$13,805.00
Vacated DMV	\$2,050.00	\$500.00			\$2,550.00
Mercantile	\$2,088.00	\$500.00			\$2,588.00
County Court House	\$9,097.00	\$500.00			\$9,597.00
Hall Of Records	\$685.00	\$979.00			\$1,664.00
Health Department	\$1,872.00	\$500.00			\$2,372.00
Mental Health Dept/CAC	\$1,250.00	\$500.00			\$1,750.00
Spruce Street Garage	\$250.00				\$250.00
Family Court	\$2,800.00	\$500.00			\$3,300.00
Clarksville	\$2,240.00	\$500.00			\$2,740.00
					\$58,925.50



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County Depart Of General Services
Albany Cnty Dpt Of Gen Svs
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	519	Annual	
Heat Detector Restorable	361	Annual	
Duct Detector Conventional	4	Annual	
Pull Station	39	Annual	
Audio-Visual Notification Conventional	211	Annual	
Remote Power Supply/NAC Extender	9	Annual	
Fire Alarm Test & Inspect Total:			\$13,890.50
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Sprinkler Test & Inspect			
FIRE PUMP SYSTEM			
Fire Pump > 1500 - Diesel	1	Annual	
Sprinkler Test & Inspect Total:			\$800.00



SERVICE SOLUTION

Total Recurring Annual Investment:

\$15,190.50



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County
162 Washington Ave
Social Services
ALBANY, NY 12210-2304

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	30	Annual	
Heat Detector Restorable	1	Annual	
Duct Detector Conventional	2	Annual	
Audio-Visual Unit Addressable	43	Annual	
Fire Alarm Test & Inspect Total:			\$1,137.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Total Recurring Annual Investment:			\$1,637.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County
Stedman House
1 Lodge St
Dept of General Services
ALBANY, NY 12207-0000

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX PROG 4010 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	30	Annual	
Pull Station	8	Annual	
Audio-Visual Notification Conventional	5	Annual	
Fire Alarm Test & Inspect Total:			\$982.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Total Recurring Annual Investment:			\$1,482.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County
Justice Center
2 Lodge St
Justice Center
ALBANY, NY 12207

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Smoke Sensor Addressable	335	Annual	
Heat Detector Restorable	366	Annual	
Duct Detector Conventional	5	Annual	
Pull Station	33	Annual	
Audio-Visual Notification Conventional	200	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Fire Alarm Test & Inspect Total:			\$12,505.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Sprinkler Test & Inspect			
FIRE PUMP SYSTEM			
Fire Pump 750 - 1500 - Diesel	1	Annual	
Sprinkler Test & Inspect Total:			\$800.00



SERVICE SOLUTION

Total Recurring Annual Investment:

\$13,805.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County Board of Elections
260 South Pearl Street ALBANY,
NY 12202-1809

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Sprinkler Test & Inspect WET SPRINKLER SYSTEM Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Fire Alarm Test & Inspect ADT FIRE ALARM SYSTEM Fire Alarm Battery Test (each) Smoke Sensor Addressable Pull Station Audio-Visual Unit Addressable Main Fire Alarm Panel	2 48 6 13 2	Annual Annual Annual Annual Annual	
Fire Alarm Test & Inspect Total:			\$1,700.00
ALARM & DETECTION- MONITORING ADT FIRE ALARM SYSTEM Fire Alarm Monitoring Basic Service (Up to 100 Devices)	1		
ALARM & DETECTION- MONITORING Total:			\$350.00
Total Recurring Annual Investment:			\$2,550.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County - Mercantile Bldg
Mercantile Building
60 S Pearl St
ALBANY, NY 12207-1508

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	67	Annual	
Heat Detector Restorable	7	Annual	
Duct Detector Conventional	4	Annual	
Pull Station	13	Annual	
Audio-Visual Notification Conventional	70	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Fire Alarm Test & Inspect Total:			\$2,088.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Total Recurring Annual Investment:			\$2,588.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
County Of Albany
16 Eagle St, Room 129
County Courthouse Bldg
ALBANY, NY 12207-0000

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	345	Annual	
Heat Detector Restorable	8	Annual	
Duct Detector Conventional	37	Annual	
Pull Station	33	Annual	
Audio-Visual Notification Conventional	131	Annual	
Fire Alarm Test & Inspect Total:			\$9,097.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Total Recurring Annual Investment:			\$9,597.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County Hall of Records
95 Tivoli Street
ALBANY, NY 12210-0000

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	6	Annual	
Carbon Monoxide Detector	2	Annual	
Pull Station	10	Annual	
Audio-Visual Notification Conventional	18	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Fire Alarm Test & Inspect Total:			\$685.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Sprinkler Test & Inspect			
PREACTION SYSTEM			
Preaction System Test & Inspect (Includes Tamper, Pressure Switch, Low Air, Gate Valve, Valve Trim, Main Drain Valve, Fire Dept. Plastic Caps Trip Test)	2	Annual	



SERVICE SOLUTION

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Sprinkler Test & Inspect Total:			\$479.00
Total Recurring Annual Investment:			\$1,664.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County Health Dept.
175 Green St
ALBANY, NY 12202-2094

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	58	Annual	
Heat Detector Restorable	22	Annual	
Pull Station	12	Annual	
Audio-Visual Notification Conventional	23	Annual	
Fire Alarm Test & Inspect Total:			\$1,872.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Total Recurring Annual Investment:			\$2,372.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County
260 S Pearl St
Dept Of Mental Health
ALBANY, NY 12202-1809

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	28	Annual	
Heat Detector Restorable	6	Annual	
Duct Detector Conventional	1	Annual	
Pull Station	8	Annual	
Audio-Visual Notification Conventional	52	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Fire Alarm Test & Inspect Total:			\$1,250.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
Sprinkler Test & Inspect Total:			\$500.00
Total Recurring Annual Investment:			\$1,750.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #:621284
Term:01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Spruce Street Garage
Spruce Street
ALBANY, NY 12207-0000

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	1	Annual	
Fire Alarm Test & Inspect Total:			\$250.00
Total Recurring Annual Investment:			\$250.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #: 621284
Term: 01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany Family Court
32 Clinton Ave
ALBANY, NY 12203-0000

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	132	Annual	
Heat Detector Restorable	19	Annual	
Duct Detector Conventional	4	Annual	
Pull Station	16	Annual	
Audio-Visual Notification Conventional	113	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Fire Alarm Test & Inspect Total:			\$2,800.00
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes	1	Semi-Annual	
Tamper, Flow, Gate Valve, Fire Dept			
Connection Plastic Caps, Valve Trim &			
Main Drain Valve)			
Sprinkler Test & Inspect Total:			\$500.00
Total Recurring Annual Investment:			\$3,300.00



SERVICE SOLUTION

Customer:
Albany County Depart Of General Services
Date: 09-MAR-20
Proposal #:621284
Term:01-MAY-20 to 30-APR-21

Billing Customer:
Albany County Depart Of General Services
112 State Street
Suite 1300
ALBANY, NY 12207-1684

Service Location:
Albany County Sherrif's Patrol Station
58 Verda Ave
CLARKSVILLE, NY 12041-0000

Johnson Controls Fire Protection LP
Sales Representative:
SUSAN GOLA
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
susan.gola@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Semi-Annual	
SPRINKLER BASIC SERVICE OFFER Total:			\$500.00
FIRE ALARM BASIC SERVICE OFFER			
MULTI-VENDOR OTHER PROGRAMMABLE			
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	74	Annual	
Carbon Monoxide Detector	1	Annual	
Duct Sensor Addressable	4	Annual	
Pull Station	73	Annual	
Audio-Visual Unit Addressable	50	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Main Fire Alarm Panel	1	Annual	
FIRE ALARM BASIC SERVICE OFFER Total:			\$2,240.00
Total Recurring Annual Investment:			\$2,740.00



SERVICE SOLUTION

New York State Procurement Contract
Intelligent Facility & Security Systems and Solutions - Preventive Maintenance
Group Number: 77201 Johnson Controls Fire Protection Contract: PT68816
Award Number: 23150



SERVICE SOLUTION

SUMMARY OF SERVICES

Fire Alarm Test & Inspect - ADT FIRE ALARM SYSTEM

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - SIMPLEX PROG 4010 SYSTEM

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - SIMPLEX PROG 4100U SYSTEM

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.



SERVICE SOLUTION

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - MULTI-VENDOR OTHER NON PROGRAMMABLE

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

FIRE ALARM BASIC SERVICE OFFER - MULTI-VENDOR OTHER PROGRAMMABLE

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. System labor discount on parts and peripherals of 10%.

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Sprinkler Test & Inspect - PREACTION SYSTEM

TEST AND INSPECTION:



SERVICE SOLUTION

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual preaction system sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations to be provided by owner], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Sprinkler Test & Inspect - WET SPRINKLER SYSTEM

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

SPRINKLER BASIC SERVICE OFFER - WET SPRINKLER SYSTEM

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. Labor discount if bundled with Fire Alarm Service Offer (10%



SERVICE SOLUTION

with FA Basic), (20% with Advance, Precision, or Comprehensive).

DOCUMENTATION:

Accessible components and devices logged for:

Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Sprinkler Test & Inspect - FIRE PUMP SYSTEM

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results

- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual fire pump test includes: an inspection of the pump equipment (pump, driver, controller, piping, valves, etc.); inspect the fuel level, antifreeze level, battery condition and cell level; check exhaust system, installing calibrated test gauges (suction & discharge); flowing water thru the test header (header requires the use of a flow device); water is flowed at three critical points: churn (no flow), rated (100%), and peak (150%), the following readings are taken at each point, discharge pressure, suction pressure, RPM's; the net pressure is calculated (discharge - suction = net);

Annual fire pump test includes: an inspection of the pump equipment (pump, driver, controller, piping, valves, etc.); inspect the fuel level, antifreeze level, battery condition and cell level; check exhaust system, installing calibrated test gauges (suction & discharge); flowing water thru the test header (header requires the use of a flow device); water is flowed at three critical points: churn (no flow), rated (100%), and peak (150%), the following readings are taken at each point, discharge pressure, suction pressure, RPM's; the net pressure is calculated (discharge - suction = net)



SERVICE SOLUTION

Smoke Detector Cleaning - 100% of Devices Annual

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

Fire Alarm Monitoring Basic Service (Up to 100 Devices)

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

New York State Procurement Contract

Security Systems & Solutions - Preventive Maintenance

Group Number: 77201 SimplexGrinnell Contract: PT63104 Award Number: 20191



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Albany County Depart Of General Services** and is effective **01-MAY-20** to **30-APR-21**(the "Initial Term").

PAYMENT TERM: *Annual In Advance*

PAYMENT AMOUNT:

\$58,925.50

- **Proposal # : 621284**

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Albany County Depart Of General Services

Johnson Controls Fire Protection LP

Signature: _____

SUSAN GOLA

Print Name: _____

Phone #: _____

Title: _____

Fax #: _____

Phone#: _____

License #:
(If Applicable) _____

Fax #: _____

Authorized
Signature: Susan Gola

Email: _____

Print Name: Susan Gola

PO#: _____

Title: PSR

Date: _____

Date: 3.9.20

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Customer's failure to make payment when due is a material breach of this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum

extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not

false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any

such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS**

SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR

EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year

after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.