

Albany County Request for Contract Approval

Contract #	2022-91
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	C) Renewal
Department	A3150 - Correctional Facility
Date Submitted	Thursday, February 17, 2022
Contact Person	Lyons, Michael
Contact Phone	() -
Vendor Info	DSI-ITI, INC. 107 ST. FRANCIS STREET, STE 3200, MOBILE, AL 36602
Estimated Amount	\$34,520.00
Estimated Term	1/1/2022 to 12/31/2022
Scope of Services	ANNUAL SOFTWARE AND MAINTENANCE TO THE OFFENDER MANAGEMENT SYSTEM PREVIOUSLY PURCHASED WITH PRIOR RESOLUTION 406 OF 2001 AT CORRECTIONAL FACILITY
Budget Line Item	AA3150 - 44070 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

Albany County Correctional Facility
840 Albany Shaker Road, Albany, New York 12211
(518) 869-2600 FAX (518) 869-3923

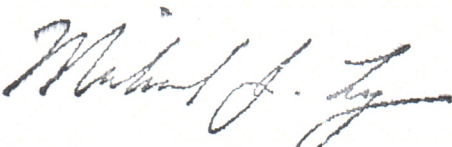
CRAIG D. APPLE, SR.
SHERIFF



MICHAEL J. LYONS
SUPERINTENDENT

Date: February 17, 2022

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent 

Subject: Annual Maintenance/Software for Offender Management System

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and DSI, ITI, INC. the sole source to provide annual software and maintenance to the offender management system previously purchased with prior resolution 406 of 2001 at the Albany County Correctional Facility.

Hon. Daniel P. McCoy, County Executive
Hon. Andrew Joyce, Chairman
Bruce, A. Hidley, County Clerk

January 7, 2022

Karen Storm
Albany County
Purchasing Department
112 State Street
Albany, NY 12207

Dear Ms. Storm,

ViaPath Technologies is the sole owner and manufacturer of the Offender Management System utilized at your facility. ViaPath Technologies does not contract nor outsource any of its upgrades, maintenance, or support services to other companies. For this reason, ViaPath Technologies is the only company that can provide your facility with upgrades, maintenance, and support on the ViaPath Technologies Offender Management System.

Should you have any question regarding this matter please feel free to contact me directly at (315)-404-6732 or at randy.greening@viapath.com. Thank you for your time. I look forward to speaking with you in the near future.

Thank you,



Randy Greening
Account Manager
Viapath Technologies



Albany County Request for Contract Approval

Contract #	2022-134
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A3020 - Emergency 911
Date Submitted	Wednesday, March 09, 2022
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	Motorola Solutions Inc 123 Tice Boulevard Suite 202 , Woodcliff Lake, NJ 07677
Estimated Amount	\$38,750.00
Estimated Term	3/9/2022 to 3/8/2023
Scope of Services	Installation of 800 MHZ Bi-Directional Amplifier including all internal cable runs, internal antennas and external roof mount antenna system. location is the new 911 dispatch center
Budget Line Item	AA3020 - - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



MOTOROLA SOLUTIONS

Sales Terms and Conditions:

Payment Terms: Contract Payment terms are net 30 days after date of invoice. Terms should be stated on your purchase order. Individual items are billed as they are shipped.

Price & Terms: All prices, terms, & conditions in this quotation are based on Motorola's New York State Contract # PT 68722.

Purchase order: Purchase orders should be made out to Motorola Solutions and require bill to, and ship to address. An Ultimate address is required if different than the ship to and/or bill to address.

Please mail purchase order to:

Warranty Period: Motorola's standard warranty is one year on parts and labor, from the date of shipment date of the equipment, except if noted differently.

Shipping: Shipping is done via UPS, truck freight, or electronics delivery van. Delivery is FOB origin and ground shipping charges are paid by Motorola under the terms of the Contract. Ground shipping time normally takes approximately 3 to 5 working days. If requested, priority shipping is available, however there is an additional charge for this option.

Delivery: All delivery times are from the date the FACTORY receives the order.

Schedule: Order processing time may add up to an additional 2 days.
Standard shipping schedule for portables and mobiles is typically 25 days [or sooner].
Standard shipping schedule for repeaters, base stations, receivers is 35 days.
Shipping schedule for various base station / repeater antennas can vary between 30 to 55 days.

Typically orders can be expedited for quicker delivery if necessary, please let me know if you would like me to expedite this order. Motorola appreciates the opportunity to provide this quotation and we look forward to serving your agency. Please let us know if we can provide any additional information or assistance.

Additional Information about Motorola's Government & Enterprise equipment, solutions and services can be found at the following web site:
<http://www.motorolasolutions.com/US-EN>

Thank You

Albany County Request for Contract Approval

Contract # 2022-88
Contract Type B) CAB Contract
Contract Action C) Renewal
Contract Action Type C) Renewal
Department A3140 - Probation
Date Submitted Wednesday, February 16, 2022
Contact Person Connors, William (Probation Dept)
Contact Phone 1 (518) 487-5194
Vendor Info St. Anne Institute
160 North Main Avenue, Albany, New York 12206
Estimated Amount \$63,000.00
Estimated Term 6/23/2022 to 6/22/2023
Scope of Services Provide respite care and services to Raise the Age Youth for brief and temporary care and supervision.
Budget Line Item AA3140 - 44046R - - -
Fiscal Impact County: 0.00% State: 100.00% Federal: 0.00%
Local: 0.00% Other: 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



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL OCONNOR
Principal Probation Officer

DANIEL P. MCCOY
County Executive

February 16, 2022

Albany Contract Board:

Hon. Daniel P. McCoy, County Executive
112 State Street, Room 1200
Albany, NY 12207

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

Hon. Bruce A. Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, NY 12207

Re: St. Anne Institute Contract renewal

Dear Sirs:

Please consider this request for Contract renewal with St. Anne Institute to provide respite services for Probation Raise the Age youth. The original term of contract was for one year followed by two additional one year intervals. This is the second renewal. This service is authorized by New York State Executive Law recently enacted raising juvenile delinquency to 16 and 17 year old youth. Respite is used as an alternative to detention for youth whose risk level may not reach the level needed for detention but for other reasons it is not possible for them to return home while their juvenile delinquency/adolescent offender matter is pending in Court.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/km

AGREEMENT
BETWEEN THE
COUNTY OF ALBANY
AND
ST. ANNE INSTITUTE

Contract No. 6501 of 2021

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter the "County"), and St. Anne Institute, with a principal address located at 160 North Main Avenue, Albany, New York 12206 (hereinafter called the "Contractor"). The Contractor and the County may collectively be referred to as the "[P]arties," or either as the "[P]arty."

WITNESSETH:

WHEREAS, the County (through its Department of Probation) had a need for a Contractor to provide respite care services as defined in 18 NYCRR 435 to youths in need of such care for Raise the Age ("RTA") youth; and

WHEREAS, the County issued a request for proposals for such respite care services, said request having been denominated as RFP #2020 -041, and having been issued by Probation through the Albany County Purchasing Division on February 20, 2020 and published on February 27, 2020 (hereinafter called the "RFP"); and

WHEREAS, the County had issued an addendum to the RFP on March 10, 2020 (hereinafter called "Addendum 1"); and

WHEREAS, in response thereto, Contractor submitted a proposal on March 23, 2020 to provide the requested respite care services for Probation (hereinafter called the "Contractor's Proposal"); and,

WHEREAS, the County had accepted the Proposal of the Contractor to provide the aforesaid respite care services as the lowest responsible bidder and entered into an agreement (Contract No. 5567 of 2020, incorporated herein by reference); and

WHEREAS, the County wishes to enter into its first of two additional one (1) year renewals with the Contractor; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated agreement with respect thereto;

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents shall consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; Addendum #1, which is incorporated by reference and made a part hereof; and the Contractor's Proposal, which is incorporated herein by reference and made a part hereof (collectively referred to as "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve each discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Addendum #1; 3) the RFP; and 4) the Contractor's Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide respite care and services, as defined in 18 NYCRR 435 as the provision of brief and temporary care and supervision of children and youth for the purpose of relieving parents of the care of such children when the family needs immediate relief in order to be able to maintain or restore family functioning for the County's Department of Probation (hereinafter, the "Department"). Such services will include, but are not limited to:

2.1 The Contractor, either directly or through an authorized representative, shall comply with and provide all services, including, but not limited to those services set forth in Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York (18 NYCRR Parts 404 and 423), (8 NYCRR Part 435), and Title 14 New York Codes, Rules and Regulations.

2.2 The Department, or its designee, shall be responsible for determining the eligibility of youth for respite services to be purchased by the Department and shall serve as the gatekeeper and approver for all authorizations, reauthorization, and subsequent closings of respite services. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Office of Children and Family Services.

2.3 It is the County's expectation that all eligible referred youth are served by the Contractor. The Contractor shall specify any exclusionary criteria related to the youth or family functioning or cooperation, the discharge criteria for respite services, and the program enhancements that will be implemented during summer and school vacation weeks.

2.4 The Contractor shall be responsible for completing comprehensive background inquiry on any employees, which includes but is not limited to NYS State Central Registry Clearance, NYS Justice Center, and criminal background inquiry via fingerprinting. Such background inquiries shall be in compliance with New York State Office of Children and Family Services.

2.5 The County, or designee, shall be responsible for authorizing the provision of respite services and approving youth's eligibility.

2.6 The Contractor and the County shall cooperate in the collection and exchange of data to facilitate service planning.

2.7 The Contractor will not issue any case specific reports or letters of recommendation without **prior review** by the County.

2.8 The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law. The Contractor agrees to notify the County of reports of suspected child abuse or maltreatment of a youth and family receiving respite services. The Contractor is required to report any incidents of injury to children or situation that placed a child at risk of harm to the Department immediately following the incident. The Contractor must comply with all Justice Center reporting requirements.

2.9 The Contractor is responsible for completing and submitting a monthly report to the County or designee within five (5) business days following the end of the month. The Contractor will also need to submit to the County an Annual Report per Program Area to be incorporated with the Department's quality assurance processes. Such Annual Report will also be agreed upon during contract development.

2.10 All Respite Program and PR materials (such as brochures, flyers, etc.) must be approved by Albany County, include the Albany County seal, and must state the program is funded, at least partially, by Albany County Department of Probation.

2.11 The Contractor needs to clearly outline the Intake process for respite services. The Intake process must include the following written information from the parent/guardian:

- Name and telephone number of the child's physician or medical service provider;
- Instructions or actions to be taken in case of an emergency;
- Authorization for provision of emergency medical services for the youth; the names, addresses and telephone numbers of the child's parent(s)/guardians, and if such parent/guardian is absent from the home during respite service, instructions how to contact the parent/guardian; and any necessary instructions regarding the child's care;
- Any and all allergies the youth has;
- Consent, and physician orders for any medication which is to be dispensed to the youth during programming

The Contractor will specifically identify the process by which prescribed medication would be administered to youth during programming and the minimum credentials of the professional(s) who will be dispensing such prescribed medication.

The Contractor shall identify how youth will be transported by the Contractor to and from any center-based respite program, any limitations on who will and can provide such transportation, as well as who will be providing supervision of youth during such transportation.

2.12 The Contractor shall provide a respite services program founded on best practice principles, specifically:

- The program design shall be client-centered and family-focused, treating the family as a partner in assessment and intervention;
- The program and Contractor shall demonstrate cultural competence;
- The program shall focus on safety, permanency and well-being of the child in respite and his-her family;
- The program should promote positive youth development;
- The Contractor shall have a working knowledge of current theory and practice in child welfare, juvenile justice, children's mental health, youth services including compliance with State and Federal rules and regulations

2.13 The Contractor will provide a respite care and services for which are defined in 18 NYCRR 435 as the provision of brief and temporary care and supervision of children and youth for the purpose of relieving parents of the care of such children when the family needs immediate relief in order to be able to maintain or restore family functioning. Respite services are being sought specifically for Raise the Age (RTA) youth. The youth in need of such respite services may likely have special needs related to abuse or neglect, mental health issues, substance abuse, chronic medical issues, behavioral issues and/or historical criminal behavior.

2.14 The Contractor, in conjunction with the County, will work quickly to get the youth and family reunited. County and Contractor will communicate daily with each other and keep fully informed of all developments. Contractor will be responsible for coordinating a discharge-planning meeting, and the Probation Officer will make every attempt to attend this meeting, as schedules permit.

2.15 As part of discharge planning, the County and Contractor will evaluate the need for ongoing services. County will make the appropriate prevention referrals or referrals to services in the community should such be warranted.

2.16 Contractor shall provide availability of Crisis Overnight Respite Services twenty (24) hours a day, seven (7) days a week. The proposed Crisis Overnight Respite services program for this designated population shall provide for:

- Crisis intervention services: clear specification as to what the protocol will be if a youth experiences a crisis while on respite and the expectations of the parent/guardian by the program related to such crises;
- Referral: coordination with the Albany County Probation Department and the Albany County Department for Children, Youth, and Families and its designees, both in referral protocol at intake and in subsequent involvement

ARTICLE 3. COMPENSATION

The Contractor shall assess the County a per diem rate of ONE HUNDRED SEVENTY TWO AND 60/100 (\$172.60) DOLLARS for all individuals receiving respite care services from the Contractor. The County agrees to pay, and the Contractor agrees to accept, an amount not to exceed SIXTY THREE THOUSAND AND 00/100 (\$63,000.00) DOLLARS (U.S. CURRENCY) as completion for all goods and services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Claim Form, plus all supporting documentation, to the Albany County Department of Probation, and acceptance by the County of the Claim Form. Such Claim Forms and supporting documentation shall be submitted on a quarterly basis.

ARTICLE 5. TERM OF AGREEMENT

The Term of this agreement shall commence on execution and continue in effect for one (1) year. At the end of this one (1) year term, the Parties may renew this Agreement for one (1) additional year, in a consecutive one (1) year interval. Renewal of this Agreement shall be dependent on renewal of all of its terms; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF THE AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 12. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its agents, representatives and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any

negligent or intentional act or omission of the Contractor, its agents, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon

failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS—CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE 23. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 24. NON-INTERRUPTION OF WORK

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

ARTICLE 25. EXTRA WORK

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

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such an event.

26.2 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating bodies, to perform the services required under this Agreement.

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

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

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

ARTICLE 27. HIPAA COMPLIANCE

The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Schedule B and made a part hereof.

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

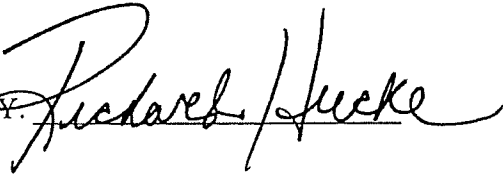
COUNTY OF ALBANY

DATED: _____

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

ST. ANNE INSTITUTE

DATED: 10/13/21

BY:  _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 13th day of October, 2021, before me, the undersigned, personally appeared Richard Huckle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Elyse D.K. Natenberg
Notary Public



SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

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

SCHEDULE B

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e) (1) (ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall commence upon execution and continue for one (1) year. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Schedule B, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not

cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Schedule B, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

- 1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
- 2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. Survival – The respective rights and obligations of the Business Associate with regard to this Schedule B shall survive the termination of this Agreement.
- 4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. Incorporation in the Agreement – The terms of this Schedule B are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract # 2022-75
Contract Type B) CAB Contract
Contract Action A) New
Contract Action Type A) New
Department NH6020 - Residential Health Care Facility
Date Submitted Tuesday, February 15, 2022
Contact Person Slatky, Larry
Contact Phone 1 (518) 213-8940
Vendor Info Alpine Refrigeration , Inc.
372 Shaver Road, PO Box 104, West Sand Lake, New York 12196
Estimated Amount \$88,500.00
Estimated Term 3/1/2022 to 2/28/2025
Scope of Services Alpine Refrigeration will provide preventative maintenance and cleaning twice per year and make necessary repairs as agreed upon by the parties.
Budget Line Item NH6020 - 44070 - - -
Fiscal Impact County: 100.00% State: 0.00% Federal: 0.00%
Local: 0.00% Other: 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



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
 Albany County Executive

 The Honorable Andrew Joyce
 Chairman, Albany County Legislature

 The Honorable Bruce Hidley
 Albany County Clerk

FROM: Larry Slatky
 Executive Director,
 Shaker Place Rehabilitation and Nursing Center.

DATE: February 15, 2022

SUBJECT: Alpine Refrigeration Inc.

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a three (3) year agreement which will commence on March 1, 2022 with Alpine Refrigeration Inc. who will be responsible for the repair and maintenance of our ice machines.

Alpine Refrigeration was selected through the RFB process #2022-018, Ice Machine Repair and Service (see award letter), for a total price not to exceed \$27,500.00 per year

The bid documents show an hourly repair service rate above and beyond the annual maintenance fees, therefore, we are adding \$2,000.00 per year to this three (3) year agreement.

We respectfully request approval of this agreement.





DANIEL P. McCOY
COUNTY EXECUTIVE

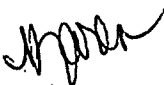
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Andy Lucarelli
Shaker Place Rehabilitation and Nursing Center

FROM: Karen Storm 
Purchasing Agent

DATE: February 10, 2022

RE: RFB #2022-018 Ice Machine Repair and Service

I am in receipt of your recommendation to award the aforementioned Request for Bids to Alpine Refrigeration in the amount of \$27,500.00 per year.

As Alpine Refrigeration is the sole responsive and responsible bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: ICE MACHINE SERVICE AND REPAIR
Bid Number: 2022-018

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

7. Communication concerning this Bid shall be addressed to:

Alpine Refrigeration, Inc.
372 Shawer Road, PO Box 204
West Sand Lake NY 12196
Phone: 518 283 9085 option 1 Megan Remington

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: ICE MACHINE SERVICE AND REPAIR
Bid Number: 2020-094-R

Cost Per Year for Bi-Annual Maintenance \$ 27,500.00

Clearing per manufacturers instructions.
Discount Materials/Parts from Manufacturers Price List % 0

Markup on Contractors Price (not listed on Manufacturer's Price List) % 0

Repair Service Hourly Rate \$ 185.00/hr + \$40 truck charge

Repair Service Overtime Rate \$ 277.50/hr + \$40 truck charge
*Based on Prevailing wages of Plumber per Phil @ DOL
After 8pm before 8am + Holiday Rate is \$370/hr + \$40 truck charge*

COMPANY: Alpine Refrigeration, Inc

ADDRESS: 372 Shawer Road

CITY, STATE, ZIP: West Sand Lake NY 12194

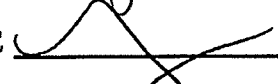
TEL. NO.: 518-283-9085 ext 1

FAX NO.: _____

FEDERAL TAX ID NO.: 14-1834180

REPRESENTATIVE: Megan Remington

E-MAIL: megan@alpinerefrig.com

SIGNATURE AND TITLE  Corporate Secretary

Not disclosure of vendor status will be given any time under any circumstances.

DATE 2/9/2022

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

10
2/11/22
Date

Megan Remington
Signature

Corporate Secretary
Title

Alpha Refrigeration, Inc
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On this 10 day of Feb, ~~200~~²⁰²², before me personally appeared Megan Remington to me known, who, being by me sworn, did say that he resides at (give address) 122 Denver Dr W. Sand Lake NY; that he is the (give title) Corporate Secretary of the (name of corporation) Alpen Refrigeration Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

MARA VAN ALPHEN
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 01VA6389082
My Commission Expires 3/18/2023

Mara E. Van Alphen
Notary Public, State of NY
Qualified in Rensselaer County
Commission Expires 3/18/2023

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: <u>Alpine Refrigeration, Inc.</u> <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <u>Alpine Refrigeration, Inc.</u>		3. IDENTIFICATION NUMBERS a) FEIN # <u>14-1836180</u> 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 <u>372 Shaww Road West Sand Lake NY 12196</u>		7. TELEPHONE NUMBER <u>518-283-9085</u>	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <u>Megan Remington</u> Title <u>Office Manager/Corporate Secretary</u> Telephone Number <u>518-283-9085 option 1</u> Fax Number e-mail <u>megan@alpinerefrig.com</u>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <u>Raymond Massi Jr</u>	TITLE <u>President</u>	b) NAME <u>Stephen Massi</u>	TITLE <u>Vice President</u>
c) NAME <u>Megan Remington</u>	TITLE <u>Corporate Secretary</u>	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.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>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:</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>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;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>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;</p> <p>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</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<p>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?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>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."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>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></p> <p>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></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>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.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

Yes No

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

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

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: NY)
) ss:
County of: Rensselaer

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.

Alpine Refrigeration, Inc.
Name of Business
372 Shaver Road
Address
West Sand Lake NY 12196
City, State, Zip

Signature of Owner Megan Remington
Printed Name of Signatory Megan Remington
Title Corporate Secretary

Sworn before me this 10 day of Feb, 2022;
Mara E. Van Alphen
Notary Public


MARA VAN ALPHEN
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 01VA6389082
My Commission Expires 3/18/2023

Mara E. Van Alphen
Printed Name
Mara E. Van Alphen
Signature
2/10/2022
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.

2/9/22
Date


Signature

Corporate Secretary
Title

Alpine Refrigeration, Inc
Company Name

Alpine Refrigeration, Inc.
372 Shaver Road
West Sand Lake NY 12196
518-283-9085 option 1
Megan Remington

RE: Shaker Place Rehabilitation and Nursing Center RFB# 2022-018

We have been in business for over 20 years providing commercial refrigeration maintenance and repair including ice machine service, repair, and maintenance.

Five Ice machine cleaning references

Columbia Memorial Hospital Gregg 518-965-8784

Panera Bread multiple locations Josh 518-810-3192

St. Mary's Healthcare Maria Tambasco 518-841-7175

Our Lady of Mercy Allan 518-464-8112

Schuyler Ridge Frank 518-373-3159

Names of employees who will be cleaning the ice machines or servicing ice machines:

Ryan Masse has 4 years of experience at Alpine Refrigeration, has EPA Certification

Aaron Masse has 4 years of experience at Alpine Refrigeration, has EPA Certification

Steve (Harry) Lundquist has almost 4 years of experience at Alpine Refrigeration, has EPA Certification

Andrew Paulson has 12 years of experience at Alpine Refrigeration, has EPA Certification



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Empire State 500 Plum Street, Suite 200 Syracuse NY 13204-1480	CONTACT NAME: Eileen Wimmer		
	PHONE (A/C, No, Ext): (315) 671-8833	FAX (A/C, No):	
	E-MAIL ADDRESS: ewimmer@bbempirestate.com		
INSURED Alpine Refrigeration, Inc. P.O. Box 104 West Sand Lake NY 12196	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Cincinnati Insurance Company		10677
	INSURER B: Sentinel Insurance Company, Ltd.		11000
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 5/10/21-22 Master AI/WOS REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0614776	05/10/2021	05/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0614779	05/10/2021	05/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	EPP0614776	05/10/2021	05/10/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	01WECA85V4N	05/23/2021	05/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Albany County Department of General Services 112 State Street Albany NY 12207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown Empire State		NAMED INSURED Alpine Refrigeration, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Remarks

General Liability:
Additional Insured; Waiver of Subrogation; Primary & Non-Contributory - Contractors' Commercial General Liability Broadened Endt - NY per Form #GBA233NY 1020
Contractors Additional Insured - Automatic Status and Automatic Waiver of Subrogation when required in Written Contract, Agreement, Permit or Authorization per Form #GA472 0918

Commercial Automobile:
Additional Insured by Contract; Blanket Waiver of Subrogation; Primary & Non-Contributory - CinciPlus Business Auto XC+ (Expanded Coverage Plus) Endt - NY per Form #AA288NY 0116

Umbrella Is Follow Form

Workers Compensation:
Waiver of our Right to Recover from Others Endorsement Form #WC000313



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	8
5. Medical Payments	9
6. 180 Day Coverage for Newly Formed or Acquired Organizations	9
7. Waiver of Subrogation.....	9
8. Automatic Additional Insured - Specified Relationships:	9
x Managers or Lessors of Premises;	
x Lessor of Leased Equipment;	
x Vendors;	
x State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises; and	
x Mortgagee, Assignee or Receiver	
9. Property Damage to Borrowed Equipment	12
10. Employees as Insureds - Specified Health Care Services:	13
11. Broadened Notice of Occurrence	13
12. Nonowned Aircraft.....	13
13. Bodily Injury Redefined.....	13
14. Expected or Intended Injury Redefined	13
15. Former Employees as Insureds.....	13
16. Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage.....	14
17. Broadened Contractual Liability - Work Within 50' of Railroad Property.....	15
18. Alienated Premises	15

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible Amount: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$ 2,500



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of the Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of entity listed in box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are:

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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

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

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

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

Approved by: Nicholas Dereszynski (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] February 8, 2022 (Signature) (Date)

Title:

Telephone Number of authorized representative or licensed agent of insurance carrier:

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

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

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

Request for Contract Approval	
Request ID #	6740
Contract #	6840
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	NH6020 - Nursing Home
Date submitted	1/26/22
Contact person	Slatky, Larry
Contact Phone	15182138940
Vendor	LaBella Associates
Estimated Amount	\$98,438
Estimated Term	February 1, 2022 through December 31, 2023
Scope of Services	LaBella Associates will be the architect of record for our Child Day Care Center construction project. They will be responsible to work with the SPRNC Executive Director and the prospective tenant in creating compliant working drawings that will be used for the construction company RFP and the project itself.
Budget Line Item	NH6020
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



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
 Albany County Executive

 The Honorable Andrew Joyce
 Chairman, Albany County Legislature

 The Honorable Bruce Hidley
 Albany County Clerk

FROM: Larry Slatky
 Executive Director,
 Shaker Place Rehabilitation and Nursing Center.

DATE: January 26, 2022

SUBJECT: LaBella Associates

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contractual agreement with LaBella Associates, who will be the architect for our Child Day Care Center.

LaBella Associates was recommended by Procurement through the RFP process #2021-149 and was the lowest responsible bidder at \$98,437.50. This contract will commence on February 1, 2022 and will continue until the completion of the Day Care Center. This project has an estimated completion date of December 31, 2023.

We respectfully request approval to enter into this agreement for architectural services with LaBella Associates.



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

Submitted By:
LaBella Associates
4 British American Blvd
Latham NY 12110
(518) 439-8235



RFP #2021-149

**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR A NEW
CHILD DAY CARE CENTER AT SHAKER PLACE REHABILITATION NURSING
CENTER
DECEMBER 17, 2021**



December 17, 2021

County of Albany
112 State Street, Room 1000
Albany, NY 12207

RE: RFP# 2021-149

Dear Albany County and SPRNC Selection Committee Members:

LaBella Associates is pleased to submit our proposal for the design and construction services of a new child daycare center at the Shaker Place Rehabilitation and Nursing Center.

LaBella has an extensive portfolio of designing YMCA's, community centers, childcare facilities and K-12 schools throughout NYS where we performed space planning, interior renovations and designed new facilities. Our Latham, NY office is home to over 70 architects and engineers, and less than 2 miles from the project site. We have the resources and ability to meet your design and construction milestones.

We have recently expanded our footprint and local service offerings by combining forces with The Chazen Companies, now a LaBella Company, which provided survey; SEQRA; site utility design; site civil design and construction phase services for the Nursing Centers most recent renovations in 2020.

This proposal contains detailed information regarding our firm, our teaming partners, sample projects with the associated references, individual staff experience, our fee and all required documentation as outlined in the RFP. If you have any questions, or require additional information, please feel free to contact me at (518) 540-4922 or by e-mail pmarchese@labellapc.com.

We look forward to partnering with Albany County, Shaker Place Rehabilitation and Nursing Center and CYC on this project.

Respectfully submitted,
LaBella Associates

Pasquale Marchese, AIA, LEED AP
Sr. Project Manager

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NYS LICENSED ARCHITECT/ENGINEER TO PROVIDE DESIGN AND
CONSTRUCTION ADMINISTRATION SERVICES
FOR A NEW CHILD DAY CARE CENTER
WITHIN THE EXISTING SHAKER WING AT THE
SHAKER PLACE REHABILITATION NURSING CENTER

RFP Number: 2021-149

Section 4 – Scope of Services

(A) Total Cost of Schematic Design Phase: \$ 19,687.50

(B) Total Cost of Design Development Phase: \$ 34,453.13

(C) Total Cost of Construction Document Phase: \$ 24,609.38

(D) Total Cost of Bidding & Contract Negotiation Phase: \$ 4,921.88

(E) Total Cost of Contract Administration Phase: \$ 14,765.63

TOTAL PROJECT COST, A + B + C + D + E (NTE): \$ 98,437.50

COMPANY: LaBella Associates

ADDRESS: 4 British American Blvd

CITY, STATE, ZIP: Latham, NY 12210

TEL. NO.: 518-439-8235

FAX NO.: 518-439-8592

FEDERAL TAX ID NO.: 16-1115731

REPRESENTATIVE: Pasquale Marchese, AIA

E-MAIL: pmarchese@labellapc.com

SIGNATURE AND TITLE:  Project Manager

DATE: 12/16/2021

Albany County Request for Contract Approval

Contract #	2022-114
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	C) Renewal
Department	G8130 - Sewage Treatment
Date Submitted	Tuesday, March 08, 2022
Contact Person	Gaudio, Angelo
Contact Phone	() -518
Vendor Info	Finch Waste Co. LLC 1 Glen Street, Glens Falls, New York 12801
Estimated Amount	\$22,000.00
Estimated Term	5/21/2022 to 5/20/2023
Scope of Services	District to provide reservice leachate treatment capacity for Finch Waste Co.
Budget Line Item	GG8130 - - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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
DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 8, 2022

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 5542 for 2020 – 1 Year Extension Option**

Dear Messrs. McCoy, Joyce, Hidley:

The Water Purification District (District) is requesting authorization to exercise the one year extension option with Finch Waste Co LLC (Finch) for the treatment of leachate per the above referenced contract. 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.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc. Finch Concurrence Letter
Finch Contract: County Contract# 5542 of 2020



Waste Management -
Green Ridge RDF, LLC
424 Peters Rd
Gansevoort, NY 12831
518-636-2141

February 7, 2022

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-Contract No. 5542 for 2020

Dear Mr. Gaudio:

Finch Waste Co LLC would like to request the one-year renewal available under Article 9-Term of Agreement of our contract No. 5542 for 2020 with the County of Albany. We understand all of the current terms remain.

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
Sr District Manager

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. 5542 for 2020

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 as the "Party" or the "Parties" as appropriate).

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 an 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:

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 (l).

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

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.

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

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 will 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 pertains 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 two (2) years from the date of execution. Upon the expiration of this term, the Parties may renew this Agreement for one (1) additional year, in one (1) consecutive one (1) year interval. The renewal of this Agreement is contingent upon the renewal of all of its terms—partial renewals will not be accepted by the County.

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 TOWN, 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.

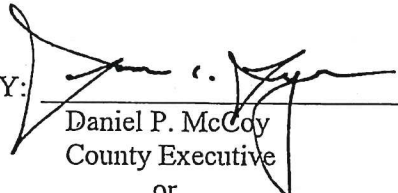
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SIGNATURE PAGE FOLLOWS.

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


COUNTY OF ALBANY

DATED: 5/20/2020

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

FINCH WASTE CO., LLC

DATED: 5/13/20


BY: Warren Harris
Name:

Sr. District Manager
Title:

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

On the ___ day of _____, 2020, 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.:

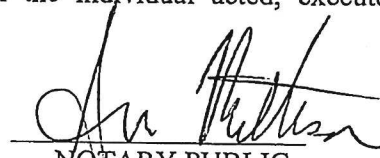
On the 20th day of July, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NY)
COUNTY OF Saratoga) SS.:

On the 13 day of May, 2020, before me, the undersigned, personally appeared Women Ham's personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

SARA MATTISON
Notary Public, State of New York
Registration #01MA6394388
QUALIFIED IN SARATOGA COUNTY
COMMISSION EXPIRES
JULY 08, 2023

Albany County Request for Contract Approval

Contract #	2022-111
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	D5010 - Public Works
Date Submitted	Monday, March 07, 2022
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Greenman Pedersen, Inc. 80 Wolf Rd., Suite #300, Albany, NY 12205
Estimated Amount	\$78,870.00
Estimated Term	5/1/2022 to 11/30/2023
Scope of Services	Design Services for CR405 over 8 Mile Creek Culvert Replacement Project.
Budget Line Item	BOND HHT75197 DD5010 - 00000 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



DANIEL P. McCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: March 7, 2022

Re: Contract Request

Dear Chairman Joyce:

The Department of Public Works is requesting approval to enter into a contract with Greenman Pedersen, Inc. (GPI) for design of the County Route 405 (Sunset Hill Rd.) over Eight Mile Creek Culvert Replacement Project in an amount not to exceed \$78,870.00. The culvert is located in the Town of Westerlo.

The County Purchasing Agent received seven (7) proposals for this project. Our engineering staff reviewed the proposals and recommended the award to GPI, Inc. based on price, comprehension of project scope, prior experience in similar projects, staffing, client references and ability to keep the project on schedule. This project is 100% County funded.

If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Public Works

FROM: Karen Storm
Purchasing Agent

DATE: March 7, 2022

RE: RFP #2022-005

I am in receipt of your recommendation to award the aforementioned Request for Proposals to GPI in the amount of \$78,870.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of GPI for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.




DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner 

DATE: March 7, 2022

RE: RFP #2022-005
CR405 over 8 Mile Creek Culvert Replacement Project
Design Services

Upon review of the seven (7) RFP's received for the above referenced project, I would like to recommend GPI be awarded this project for Design Services plus contingency for an amount not to exceed \$78,870.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating and Evaluation Sheets.

If you have any questions, please feel free to contact my office.

LMR:ct



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

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: March 7, 2022

RE: RFP#2022-005
Design & Construction Inspection Services
CR405 over 8 Mile Creek Culvert Replacement Project

Attached please find the Rating Sheet along with Evaluation Score Sheets for the subject project. After reviewing all seven (7) of the RFP's, we recommend the project be awarded to GPI on the basis of the best understanding of the scope of the project. We request the contract with GPI be for design services plus contingency for a total of \$78,870.00.

Please let me know if you have any questions.

WA:ct

BID TALLY SHEET
RFP 2022-005

Design and Construction Inspection Services
CR405 over 8 Mile Creek Culvert Replacement Project

<u>COMPANY</u>	<u>Design</u>	<u>CI</u>	<u>Contingency</u>	<u>PROPOSED PRICE</u>
JMT	\$ 97,500	\$ 104,000	\$ 10,075	\$ 211,575
GPI	\$ 70,400	\$ 99,000	\$ 8,470	\$ 177,870
Barton & Loguidice	\$ 76,000	\$ 95,000	\$ 8,550	\$ 179,550
MJ Engineering	\$ 84,600	\$ 113,495	\$ 9,905	\$ 208,000
Foite Albert	\$ 53,000	\$ 91,800	\$ 7,240	\$ 152,040
Creighton Manning	\$ 69,000	\$ 115,000	\$ 9,200	\$ 193,200
McLaren	\$ 177,710	\$ 120,000	\$ 14,890	\$ 312,600

RATING SHEET
RFP 2022-005

Design and Construction Inspection Services
CR405 over 8 Mile Creek Culvert Replacement Project

	FOJT ALBERT	McLAREN ENGINEERING	CREIGHTON MANNING	JMT	GPI	BARTON & LOGUIDICE	MJ ENGINEERING & LAND SURVEYING
Bill	8.800	7.200	8.700	8.325	9.275	8.750	8.450
Brent	7.700	6.800	9.000	8.325	8.875	8.350	9.050
Lisa	8.950	8.750	9.325	8.575	9.775	9.450	9.400
Totals	25.450	22.750	27.025	25.225	27.925	26.550	26.900
Average	8.483	7.583	9.008	8.408	9.308	8.850	8.967
Rank	5	7	2	6	1	4	3

RFP #2022-005: Design and Construction Inspection Services for CR405 over Eight Mile Creek Culvert Replacement Project

Proposal Rating Worksheet

Reviewer 1: Bill Anslow

	Weight	Foit Albert Associates		McLaren Engineering		Creighton Manning		JMT		GPI		Barton & Loguidice		M.J. Engineering	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Criterion #1 Proposer's Comprehension of Required (work) Scope of Services	20%	9	1.8	8	1.6	9	1.8	9	1.8	9.5	1.9	10	2	9.5	1.9
Criterion #2 Prior Experience in Similar Projects	20%	10	2	8	1.6	10	2	10	2	10	2	10	2	8.5	1.7
Criterion #3 Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	5	1	5	1	7	1.4	7	1.4	7.5	1.5	5	1	8	1.6
Criterion #4 Total Proposed Price	25%	10	2.5	6	1.5	8	2	6.5	1.625	9.5	2.375	9	2.25	7	1.75
Criterion #5 Client References															
Criterion #6 Proposed Project Staffing-(Evaluation of Employees' Resumes)	5%	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5
	10%	10	1	10	1	10	1	10	1	10	1	10	1	10	1
TOTALS:			8.8		7.2		8.7		8.325		9.275		8.75		8.45

NOTES:



RFP #2022-005: Design and Construction Inspection Services for CR405 over Eight Mile Creek Culvert Replacement Project

Proposal Rating Worksheet

Reviewer 1: Lisa Ramundo

Weight	Foit Albert Associates		McLaren Engineering		Creighton Manning		JMT		GPI		Barton & Loguidice		MJ Engineering	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
20%	8	1.6	9.5	1.9	9.5	1.9	7	1.4	9.5	1.9	9.5	1.9	9.5	1.9
20%	9	1.8	9	1.8	10	2	10	2	10	2	10	2	10	2
20%	9	1.8	9	1.8	9	1.8	9	1.8	10	2	9	1.8	10	2
25%	9	2.25	7	1.75	8.5	2.125	7.5	1.875	9.5	2.375	9	2.25	8	2
5%	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5
10%	10	1	10	1	10	1	10	1	10	1	10	1	10	1
TOTALS:		8.95		8.75		9.325		8.575		9.775		9.45		9.4

NOTES:

Lisa Ramundo

RFP #2022-005: Design and Construction Inspection Services for CR405 over Eight Mile Creek Culvert Replacement Project

Proposal Rating Worksheet

Reviewer 1: Brent Meredith



Weight	Foit Albert Associates		McLaren Engineering		Creighton Manning		JMT		GPI		Barton & Loguidice		MJ Engineering						
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score					
20%	6	1.2	6	1.2	10	2	9	1.8	7	1.4	8	1.6	10	2					
20%	7	1.4	7	1.4	10	2	9	1.8	10	2	9	1.8	10	2					
20%	7	1.4	7	1.4	7.5	1.5	8.5	1.7	8	1.6	7	1.4	9	1.8					
25%	10	2.5	6	1.5	8	2	6.5	1.625	9.5	2.375	9	2.25	7	1.75					
5%	10	0.5	8	0.4	10	0.5	10	0.5	10	0.5	10	0.5	10	0.5					
10%	7	0.7	9	0.9	10	1	9	0.9	10	1	8	0.8	10	1					
TOTALS:													7.7	6.8	9	8.325	8.875	8.35	9.05

NOTES:

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2022-005**

Sealed Proposals for Design and Construction Inspection Services for CR405 (Sunset Hill Road) Over Eight Mile Creek Culvert Replacement Project as requested by the Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, February 4, 2022.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday, January 20, 2022.

Karen A. Storm
Purchasing Agent

Dated: January 11, 2022
Albany, New York

PUBLISH ONE DAY – Thursday, January 20, 2022 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, January 20, 2022 -- THE TIMES UNION

Albany County Request for Contract Approval

Contract #	2022-102
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A6070 - Preventative Assistance Program
Date Submitted	Monday, February 28, 2022
Contact Person	Bonarrigo, Joseph
Contact Phone	() -
Vendor Info	Helgerson Solutions Group 150 State Street, Albany, New York 12207
Estimated Amount	\$74,500.00
Estimated Term	4/1/2022 to 10/31/2022
Scope of Services	SCOPE OF SERVICES Background: The County Executive has identified the need for a broad based review of the county's human service structure in order to successfully meet all future challenges to providing the best, most efficient services throughout Albany County. These assessments are to gain insight into how the departmental operating models support organizational effectiveness and optimal delivery of services to residents across all county human service departments.
Budget Line Item	AA6070 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

02/28/22

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear County Executive McCoy, Clerk Hidley, and Chairman Joyce:

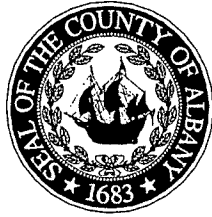
On behalf of the Executive Office, I am requesting authorization to enter into a contract with Helgerson Solutions Group for the provision of a comprehensive assessment of current data infrastructure and protocols of Albany County Human Service departments. Under this contract, Helgerson Solutions will determine if there is significant overlap within each of these departments, and a relevant data system and components will be integrated into the analysis to effectively and efficiently identify target populations in need of specific services and to stratify risk and provide effective services to the County's most vulnerable residents

The contract with Helgerson Solutions would be for a term to begin April 1, 2022 through October 31, 2022 as funding allows, in an amount not to exceed \$74,500.

Please don't hesitate to contact me with any questions.

Sincerely,

Joseph Bonarrigo
Policy Analyst
Office of the County Executive



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Karen Storm, Purchasing Agent

From: Daniel Lynch, Deputy Albany County Executive

Date: February 15, 2022

RE: RFP-2021-139 Consultant to Perform Comprehensive Analysis of Albany County
Human Services Departments

The Albany County Executive's Office recommends award of RFP-2021-139 Consultant to Perform Analysis of Albany County Human Services Departments to the sole bidder, Helgerson Solutions Group, LLC.

They have met all the criteria set forth and we are confident they will be a significant partner with Albany County to complete the project in the timeline allotted and within the budget required.

If you have any questions, please feel free to contact me at 447-7370.



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: Daniel Lynch
Deputy County Executive

FROM: Karen Storm *KAS*
Purchasing Agent

DATE: February 15, 2022

RE: RFP #2021-139

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Helgerson Solutions Group, LLC.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Helgerson Solutions Group, LLC for an award.

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

SCOPE OF SERVICES Background: The County Executive has identified the need for a broad based review of the county's human service structure in order to successfully meet all future challenges to providing the best, most efficient services throughout Albany County. Albany County government is the largest provider of social services in the county and delivers key social safety net programs to thousands of county residents each year. These assessments are to gain insight into how the departmental operating models support organizational effectiveness and optimal delivery of services to residents across all county human service departments. These assessments would also help the County evolve to be in the optimal position to advance our mission and values to determine how our current organizational structure and operations line up with our vision for the future of Albany County residents. The departments involved in this Request for Proposal are the Department of Social Services, the Department of Children, Youth and Families, the Department of Mental Health, the Probation Department, and the Health Department. Other departments could be included if the above mentioned departments overlap with other County departments during the assessment and analysis process. These departments are mission driven, and often overlap into each other when providing critical services to individuals and families. Some of the goals we want to accomplish are:

- Understand how these County departments are organized and how they operate to best service the community's current and future needs.
- Optimize resources to build efficiency and effectiveness within each department and to best serve the organization as a whole.
- Assess how each department can share information with each other to be able to provide services with the intention of providing residents in need and move them into a position of self-sustainability and economic mobility. In order to accomplish this, the County is looking to restructure the underlying data infrastructure across all of the human service departments and programs in order to best serve county residents.
- The key objectives of this work are (1) Provide senior leadership at the organization with better business intelligence regarding the populations being served by the County's programs. (2) Better target specific programs at appropriate recipients. (3) To better understand the impact and ROI (Return of Investment) of programs and (4) enable the County to innovate higher-intensity programming for residents who need additional support and who are currently high-utilizers of county programming for extended periods of time.

Scope of Work:

4.1 Work in partnership with Albany County human service departments to map current data systems, databases, and other data infrastructure components to assess how these departments address the social service and health care needs of the residents they serve, including residents who are unable to care for or protect themselves.

4.2 The consultant will provide in depth analysis and co-design with Albany County leadership a "single source of truth", which is a singular identification system to enhance our vision of a seamless, integrated system and coordinated approach to receiving county services.

4.3 Optimize resources to build greater efficiency and effectiveness connecting all County human service departments and produce a comprehensive report of the above referenced data infrastructure and create an all-inclusive plan for the County to achieve this vision. We will need recommendations to generate an IT solution, which is to combine all related human service software programs into a single, discreet product to best execute on the County vision laid out above.

4.4 In order to create a "single source of truth" system in an efficient timeframe, we will need the qualified consultant to design and lead a Rapid Cycle Continuous Improvement (RCCI) process, which is a quality improvement method that identifies, implements, and measures changes made to improve our human service system. This process will allow for all information from each human service department to be analyzed and unified into one system to share information and best meet the service needs for all residents of Albany County. We are requesting the consultant to utilize the RCCI method because changes are made and tested in an accelerated timeframe of up to three (3) months

RFP # 2021-139

Proposal Rating Worksheet

Reviewer: Joe Bonarrigo

Criteria	Weight	HSG		Proposer 2		Proposer 3		Proposer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Understanding of required scope of services	25%	5	1.25		0		0		0
Technical approach/methodology	15%	5	0.75		0		0		0
Capacity to complete project within timeframe	15%	5	0.75		0		0		0
Qualifications and Experience	25%	5	1.25		0		0		0
Cost: Is the quote for services within the county price range?	15%	5	0.75		0		0		0
Client references	5%	5	0.25		0		0		0
Total	100%	5	5		0		0		0

RFP # 2021-139

Proposal Rating Worksheet

Reviewer: Pat Alderson

Criteria	Weight	HSG		Proposer 2		Proposer 3		Proposer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Understanding of required scope of services	25%	5	1.25		0		0		0
Technical approach/methodology	15%	5	0.75		0		0		0
Capacity to complete project within timeframe	15%	4	0.6		0		0		0
Qualifications and Experience	25%	5	1.25		0		0		0
Cost: Is the quote for services within the county price range?	15%	5	0.75		0		0		0
Client references	5%	5	0.25		0		0		0
Total	100%	5	4.85		0		0		0

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CONSULTANT TO PERFORM A COMPREHENSIVE ANALYSIS OF IT'S HUMAN
SERVICES DEPARTMENTS
ALBANY COUNTY EXECUTIVE
RFP #2021-139

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for a Consultant to Perform a Comprehensive Analysis of its Human Services Departments as requested by the Albany County Executive.
- 1.2 Albany County is seeking a comprehensive analysis of its human services departments to determine the efficiency and effectiveness as a unified and integrated system. The analysis will also provide recommendations and advice based on research and knowledge of services targeted without diminishing the quality of our services to the residents of Albany County.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, January 28, 2022**, at the following address:

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

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Office of the County Executive.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with:
 - Implementing a Rapid Cycle Continuous Improvement (RCCI) or similar process improvement methodology.
 - Coordinating a "single source of truth" information model to combine and integrate data from multiple entities/sources to create a more effective and efficient singular unified data system.
 - Collaboration with multiple governmental departments
- 3.5 In order to demonstrate sufficient resources and professional ability to develop a program in a manner consistent with the RFP, please provide a minimum of two (2) projects in the last

two (2) to three (3) years in which the respondent developed and/or implemented a data system consistent with the parameters of this RFP.

Any comparable projects completed by respondent should include:

- Project name
- Current status of project/completion date, or anticipated completion date
- Description of project
- Location
- Total developmental cost
- References
- Relevance to RFP

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

Background:

The County Executive has identified the need for a broad based review of the county's human service structure in order to successfully meet all future challenges to providing the best, most efficient services throughout Albany County. Albany County government is the largest provider of social services in the county and delivers key social safety net programs to thousands of county residents each year. These assessments are to gain insight into how the departmental operating models support organizational effectiveness and optimal delivery of services to residents across all county human service departments. These assessments would also help the County evolve to be in the optimal position to advance our mission and values to determine how our current organizational structure and operations line up with our vision for the future of Albany County residents.

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- The key objectives of this work are (1) Provide senior leadership at the organization with better business intelligence regarding the populations being served by the County's programs. (2) Better target specific programs at appropriate recipients. (3) To better understand the impact and ROI (Return of Investment) of programs and (4) enable the County to innovate higher-intensity programming for residents who need additional support and who are currently high-utilizers of county programming for extended periods of time.

Scope of Work:

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SECTION 5: TERM OF CONTRACT:

- 5.1 The initial scope of work is slated for six (6) months from the date of a fully executed contract.
- 5.2 At the end of the initial six (6) month contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional six (6) month periods, in two (2) consecutive six (6) month intervals.
- 5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services. Cost proposals cannot exceed \$75,000.00.
- 6.2 Detail the fee structure for the Proposal by providing hourly rates. Reimbursable costs must be included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer’s plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer’s plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment “A”), Acknowledgment by Proposer (Attachment “B”), and Vendor Responsibility Questionnaire (Attachment “C”); Iranian Energy Divestment Certification (Attachment “D”).

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Executives Office. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Understanding of required scope of services	25%
Technical approach/methodology	15%
Capacity to complete project within timeframe	15%
Qualifications and Experience	25%
Cost: Is the quote for services within the county price range?	15%
Client references	5%

8.3 Proposals will be examined and evaluated by the Albany County Executives Office with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: Not in use

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

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

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

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

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

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

(a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES

THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

- 20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45

CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

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

SECTION 22: Not in use

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own

organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Not in use

SECTION 27: Not in use

SECTION 28: Not in use

Albany County Request for Contract Approval

Contract #	2022-112
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A1680 - Information Services
Date Submitted	Monday, March 07, 2022
Contact Person	Blanchard, Perry
Contact Phone	() -1
Vendor Info	Core BTS 855 NY 146 Suite 240, Clifton Park, NY 12065
Estimated Amount	\$25,833.00
Estimated Term	4/1/2022 to 3/31/2023
Scope of Services	CoreBTS is providing this proposal for an upgrade of Albany County's Cisco Unified Communication Platform from version 11.5 to version 12.5. The following applications are included in this Scope. Each application will be upgraded to the latest recommended version of software: <ul style="list-style-type: none"> □ (7) Cisco Unified Communications Manager □ (2) Cisco Unity Connection □ (1) Cisco Unified Expressway-C □ (1) Cisco Unified Expressway-E □ (1) Cisco Unified Contact Center Express □ (1) Cisco Emergency Responder
Budget Line Item	AA1680 - 44046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycounty.com

M. DAVID REILLY
COMMISSIONER

PERRY J. BLANCHARD
CHIEF INFORMATION OFFICER

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Perry J Blanchard
Chief Information Officer, Division of Information Services

DATE: March 7, 2022

RE: Request for Contract Authorization
CoreBTS is providing this proposal to upgrade Albany County's Cisco Unified Communications Platform.
Contract Term: One Year with an option to renew
Purchase Price: \$25,833

The Albany County Division of Information Services wishes to enter a contract for services from CoreBTS to install new hardware and upgrade the software for all Cisco Unified communications products currently provided to Albany County

Thank you for your consideration of this matter.

Perry J Blanchard
Chief Information Officer
Division of Information Services

Byron Perkins - Sr. Account Manager:
703-624-8441
Byron.Perkins@corebts.com

Mitchell T. Buford - Senior Solutions Architect:
813-370-4604
mitchell.buford@corebts.com

January 19, 2022

Statement of Work

Cisco Unified Communications Upgrade to 12.5

Albany County

Executive Summary
Project Overview
Project Specification
Billing Terms
Duties & Responsibilities
Key Assumptions
Confidentiality Agreement



Project Overview

CoreBTS is providing this proposal for an upgrade of Albany County's Cisco Unified Communication Platform from version 11.5 to version 12.5. The following applications are included in this Scope. Each application will be upgraded to the latest recommended version of software:

- (7) Cisco Unified Communications Manager
- (2) Cisco Unity Connection
- (1) Cisco Unified Expressway-C
- (1) Cisco Unified Expressway-E
- (1) Cisco Unified Contact Center Express
- (1) Cisco Emergency Responder

Disclaimer: Due to Albany County UC environment growth in devices and some changes in the application requirements between versions that are beyond the stated capacities of the current hardware as defined by Cisco product design documentation. If Albany County wishes to proceed with the upgrade on the current hardware we will attempt the upgrade but cannot guarantee the performance of the upgraded application on the existing server hardware.

Project Tasks

UC Upgrade Tasks	Responsible Party	
	Core BTS	AC
Verify Current Service Releases of Existing UC Apps	X	X
Obtain current UCM, CUC, UCCX, CER, Verify Backup.	X	X
Upgrade IP Phone Firmware as necessary	X	X
Configure (4) New BE7000M5 Servers <ul style="list-style-type: none"> • VMWare 6.0 to 6.5 or later • CIMC Firmware if needed 	X	
Server Farm: <ul style="list-style-type: none"> • Upgrade (7) Communications Managers - 11.5 to 12.5.x • Upgrade (2) Unity Connection Servers - 11.5 to 12.5.x • Upgrade (1) Emergency Responder Servers - 11.5 to 12.5.x • Upgrade (1) Unified Contact Center Express Servers - 11.5 to 12.5.x • Upgrade Expressway-C and Expressway-E to X12.7.1 	X	
Migrate UC Virtual Machines to New Hosts	X	
Upgrade Router IOS if necessary. Cisco 2900 and 3900 Routers require minimum IOS 15.7(3)M to support CUBE and SIP PSTN. Cisco ISR 43XX Routers require minimum IOS XE 3.15 1S. Recommended version is IOS XE 16.9.2.	X	X
Perform testing.	X	X
Provide 2 Hour Knowledge Transfer for Administrative Functions	X	
Monitor the new system and address any issues	X	X

Communications Manager

As part of this upgrade project, the Cisco Unified Communications Manager (UCM) cluster is being upgraded from version 11.5 to 12.5.x. There are three UCM instances are currently running 11.5.

Unity Connection Voice Mail

The current Cisco Unity Connection Integrated Messaging version 11.5 will be upgraded to Unity Connection version 12.5(1)SU5. There are two Unity Connection instances are currently running 11.5

Collaboration Edge – Expressway C and E

The current Expressway System will be upgraded from X8.10.4 to X12.7.1.

Cisco Unified Contact Center Express

The current Cisco Unified Contact Center Express at version 11.5 will be upgraded to Unified Contact Center Express version 12.5(1)SU5. There are two UCCX instances are currently running 11.5.

The following notes apply to the upgrades proposed in this SoW:

UCCX, the 12.5 release will only use TLS 1.2 as the default protocol for secure inbound and outbound messages.

CUCI, the 12.5 release, to address injection vulnerabilities, the Custom Widget feature in Dashboards is disabled by default. If any custom widgets were added to the Dashboards in versions earlier to Unified Intelligence Center 12.5, those widgets are visible in the read-only mode post upgrade to version 12.5. You can opt to retain or delete them.

An administrator can enable or disable the Custom Widget feature using the set cuic properties dashboard-customwidget-enabled CLI. For more information, see Administration Console User Guide for Cisco Unified Intelligence Center at:

<https://www.cisco.com/c/en/us/support/customer-collaboration/unified-intelligence-center/products-maintenance-guides-list.html> Should Albany County require Core BTS to reconfigure any existing dashboards, this effort will require a change order to the project.

In UCCX, the Realtime Reporting Tool (RTR) now requires a java applet to be downloaded and installed on any PC requiring access to this tool. The RTR is available as a downloadable plugin from the UCCX server, or, can be downloaded by a user when accessing the RTR for the first time after the UCCX upgrade. The user must have rights to allow the download and opening the Java applet.

After the UCCX upgrade the Chat web form must be regenerated and redeployed on the external website.

After the UCCX upgrade any instances of the UCCX Editor and Realtime Monitoring Tool must download updated plugins from the UCCX server and e-install the upgraded plugins.

After UCCX upgrade agents and supervisors must clear their browser cache before logging in to the Finesse Desktop or the CUIC.

UC Manager and Unity Connection Version 12 and Cisco Smart Licensing

As of version 12.0, UC Manager and Unity Connection, license management moves from the on-premises Prime License Manager (PLM) to cloud-based Cisco Smart Licensing.

- Albany County will need to establish a Cisco Smart Account, and assign authorized users to that account
- Core BTS will migrate the existing UC Manager and Unity Connection licenses to the Albany County Smart Account during the upgrade process.

- Core BTS assumes that Albany County will elect to use the “direct transfer” option where the UC Manager and Unity Connection servers can connect to the Cisco Smart License manager in the cloud directly. This requires that the UC Manager and Unity Connection servers can make an outbound HTTPS connection to the Cisco Smart License manager over the Internet. Should Albany County wish to prevent the UC Manager and Unity Connection servers from communicating directly across the Internet, the Cisco Smart Software Manager (CSSM) satellite server is available from Cisco. The CSSM would be deployed on-premises at Albany County and configured to make either ondemand, or scheduled connections to the Cisco Smart License manager in the cloud. If the CSSM is deployed, the UC Manager and Unity Connection only need to communicate to the CSSM node which would communicate with the Cisco Smart License Manager in the cloud. One item to note is that the Cisco published requirements for the CSSM virtual machine include 4 vCPUs, 8 GB vRAM, and 200 GB vHDD. If Sufficient resources to support the CSSM VM are not available on the three UCS C220-M4 and UCS C220-M5 servers currently hosting the UC applications at Albany County. As such Core BTS assumes that Albany County would make another host available to host the CSSM. The professional services required to install and configure the CSSM would require a change order.

Software Support And Licensing

All UC Applications for Albany County must be covered by a valid SWSS contract in order to obtain new releases through the Product Upgrade. It is also recommended that Albany County obtains a license count report by running the Readiness Assessment App. Available at <http://collabupgrade.cisco.com>

Handsets

Albany County has been advised that deprecated phones will not register to or function with the upgraded UC Manager software. Albany County must replace any deprecated phones before the start of the upgrade. Should Albany County request Core BTS to deploy replacement phones, this work will be considered out of scope for this project and require a signed Project Change Request (PCR). All handsets are currently owned and in place and these existing handsets will be staying in place are part of the upgraded solution. The configuration of the individual handsets will not be changed as the migration process will carry through the current configurations. The following phone models are deprecated as of the 12.5(x)release:

- CiscoUnifiedWirelessIPPhone7921
- CiscoUnifiedIPPhone7970
- CiscoUnifiedIPPhone7971
- CiscoUnifiedIPPhone7902G
- CiscoUnifiedIPPhone7905G
- CiscoUnifiedIPPhone7910
- CiscoUnifiedIPPhone7910G
- CiscoUnifiedIPPhone7910+SW
- CiscoUnifiedIPPhone7910G+SW
- CiscoUnifiedIPPhone7912G
- CiscoUnifiedWirelessIPPhone7920
- CiscoUnifiedIPConferenceStation7935

Existing LAN

It is understood that the current infrastructure is sufficient to meet the needs of the upgraded Unified Communications application environment. Core BTS will provide network expertise in an advisory capacity with respect to new requirements for communication between application components inherent to UC version 12.5(1)SU5.

Knowledge Transfer

Core BTS will provide one knowledge transfer session for up to 4 Albany Country employees. This session is designed to update the administrators on changes within version 12.5(1)SU5. The session will last approximately 1 hour. This training will be delivered by the voice engineer on the project. It's preferred to deliver this knowledge transfer after the cut over on day-2 of operation. This knowledge transfer session is not intended to replace formal classroom training.

Location

Core BTS will provide all remote services as a part of this SOW. There will be no onsite resources provided.

Core BTS Fixed Fee Billing Terms

- a. Albany County agrees to compensate Core BTS for the effort required to deliver all items outlined in this Statement of Work. Modifications to this project via the Change Management Process may change the associated fees.
- b. This fixed fee price is inclusive of all travel related expenses.

<i>Service Description</i>	<i>Total</i>
Professional Services	\$25,883.00

Duties and Responsibilities

In order for this project to be successful, it is important that each person performs his/her project duties and creates an environment that is conducive to success. Below are the responsibilities for each member of the project team.

Core BTS Project Coordinator

Responsibilities of the Core BTS Project Coordinator include:

1. Developing project timeline and ensure scheduled are maintained
2. Acting as a single point of contact for all members of the Project Team
3. Managing all Core BTS resources and coordinating resources
4. Resolving issues with point of contact
5. Presenting status weekly via status meetings and status reports
6. Providing issue and risk management including escalation management
7. Controlling change management process

Core BTS Engineer(s)

Responsibilities of the Core BTS Engineer(s) include:

- Performing tasks as outlined in this Statement of Work with efficiency and diligence
- Acting in a professional manner and abiding by Albany County code of business conduct

Albany County

Responsibilities of Albany County include:

- Providing necessary personnel, including:
 - A dedicated point of contact.
 - Subject matter experts (SME's) as needed.
 - Management with decision-making authority.
 - If necessary, assist in physical movement and racking of components (unless otherwise specified)
 - Providing access during agreed upon timeframes to:
 - Suitable workspace, including a workstation and telephone, if necessary
 - Required systems and networks

- Documentation of current procedures, workflows, and network diagrams
- Providing remote access (VPN preferred) if work is to be completed offsite
- In a timely manner, resolving problems not directly discussed in this SoW, but adversely affecting the project's progress (i.e. software bugs, hardware failures, connectivity issues, etc.) Core BTS can assist with these issues as through the scope management process.
- Participating in knowledge transfer throughout the project (unless otherwise noted)

Mutual

Responsibilities shared by all members of the Project Team include:

- Responding to communication (calls and email) in a timely manner
- Participating in all status meetings
- Identifying situations requiring scope management and alerting Project Management
- Identifying potential issues and risks and alerting Project Management
- Coordinating scheduling in the event of delays outside of Core BTS's / Albany County control

Core BTS Key Assumptions

Out of Scope: Any additional work outside of the tasks defined in this Agreement is considered out-of-scope and will be quoted in a separate Statement of Work.

Core BTS assumes for the sake of pricing and solution sizing that the following will hold true for the duration of the engagement:

Core BTS will perform all review and assessment at the Albany County in the specified location.

- Core BTS engineer will be provided access to systems and passwords as required
- Requests for information pertinent to this project will be addressed within 2 business days, unless otherwise agreed upon by both parties.
- All documentation listed will be delivered in a Core BTS standard format and with Core BTS standard level of detail.
- Core BTS assumes no liability for equipment damage and/or loss associated with the relocation of any equipment to any location other than the initial delivery location.
- Core BTS assumes no liability for data loss. Customer is strongly encouraged to backup and validate data on all affected systems prior to initiation of the engagement.
- Any additional tasks, work, labor, and other efforts for this project that have not been clearly defined In the SoW are the client's responsibility and will be performed by the client. Any additional items not outlined in the SoW that the client wishes to be a part of Core BTS' work product will require a signed and approved Project Change Request (PCR). PCRs will detail the additional work and costs, and will be submitted to the client project sponsor for approval and signature. Signed PCRs will become an official part of the project.

Core BTS Confidentiality Agreement

During the course of the provision of the services by Core BTS to Albany County, each party to this Agreement may have access to confidential information concerning the methodologies and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement except as may be necessary to comply with the laws of the state of New York - NY. The obligations of this paragraph shall not apply in the event such information is already public or becomes available to the public through no breach of this Agreement by the receiving party; or, such information is lawfully received without obligation of confidentiality from a third party who is free to disclose such Information to the receiving party; or, such information is independently developed by or on behalf of the receiving party; or, such information is required to be disclosed by the receiving party to a governmental agency or a court having proper jurisdiction. If such a requirement is made, the receiving party shall give the disclosing party reasonable notice to enable the disclosing party to try to protect the confidentiality of the confidential information.

DUE TO THE CONFIDENTIAL AND PROPRIETARY NATURE OF THIS PROPOSAL, WE REQUIRE THAT IT NOT BE DISTRIBUTED OR DISCLOSED TO THIRD PARTIES NOT EMPLOYED BY Albany County. WITHOUT THE EXPRESS WRITTEN CONSENT OF CORE BTS.

The enclosed material is proprietary to Core BTS and Albany County. This document is the copyright of Core BTS. Neither this publication nor any part of this publication may be photocopied or reduced to any electronic medium or machine-readable form without the express written consent of Core BTS

Customer Acceptance. Please sign below, on behalf of **Albany County** indicating your agreement to the above terms and to indicate acceptance of this Core BTS Service Agreement.

Customer Name

Customer Title

Customer Signature

Date

**After this date, please consider the details of this SoW void until a formal review can be conducted by a Core BTS technical resource. A new SoW will be submitted for your review and approval.*

Terms & Conditions

1. **Payment Terms.** Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.
2. **Independent Contractor; Taxes.** We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. **No Hiring.** For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. **Warranty.**
 - A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
 - B. **EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Our Indemnity.** We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.
6. **Limitations of Liability. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.** With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. **Your Covenants.** You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. **Requests for Changes.** No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. **Confidentiality.** Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. **Termination of Agreement.** Either party may terminate our engagement at any time upon 30 days prior written notice. **Cancellation of any licensing or services with a fixed term and indicated as non-cancellable shall incur a termination fee equal to 100% of the cost of the remainder of the term, payable to us in full upon the effective termination date.**
11. **Entire Agreement; Amendment.** These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. **Assignment.** You may not assign any of the rights or obligations hereunder without the prior written consent of Core.
13. **Notices.** Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
14. **Governing Law.** These terms shall be governed by and construed in accordance with the laws of the State of Delaware.
15. **Force Majeure.** Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. **Waiver; Severability.** Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.

Albany County Request for Contract Approval

Contract #	2022-89
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	C) Renewal
Department	A1680 - Information Services
Date Submitted	Wednesday, February 16, 2022
Contact Person	Blanchard, Perry
Contact Phone	() -1
Vendor Info	Albany County Airport Authority 737 Albany Shaker Rd, Albany, NY 12211
Estimated Amount	\$49,500.00
Estimated Term	12/1/2021 to 5/31/2022
Scope of Services	Provide necessary IT services and oversee the operation, management and maintenance of all technologies related to services at the Albany County Airport Authority
Budget Line Item	AA1680 - - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycounty.com

M. DAVID REILLY
COMMISSIONER

PERRY J. BLANCHARD
CHIEF INFORMATION OFFICER

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Perry J Blanchard
Chief Information Officer, Division of Information Services

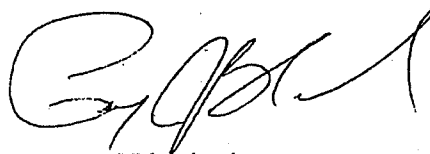
DATE: February 16, 2022

RE: Request for Contract Authorization
MOA with Albany County Airport Authority
For the Provision of Information Technology (IT) Services
Contract Term: Six months with an option to renew
Revenue to County: \$8,250.00 per month/\$49,500.00 for term

Attached is a proposed Memorandum of Agreement with the Airport Authority for Information Technology (IT) services to be provided by this Department to the Airport Authority for a period of six months with an option to renew for an additional period of six months. In 2019, the Airport Authority was the victim of a cyberattack. At that time, it became clear that there were certain deficiencies in its technology, computer and computer related facilities that the Division of Information Services could provide guidance and assistance on. In 2020, the Board authorized an MOU with the Airport Authority in intervals of six months with options to renew upon consent of both parties, wherein the Division would assist in rendering advice to correct the deficiencies and receive compensation for same. The specific scope of services is attached as Exhibit "A".

The work to be provided falls within our general work duties and our assistance to the Airport Authority will be revenue producing to the County.

Thank you for your consideration of this matter.

A handwritten signature in black ink, appearing to read 'Perry J. Blanchard', written in a cursive style.

Perry J Blanchard
Chief Information Officer
Division of Information Services

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE ALBANY COUNTY AIRPORT AUTHORITY
FOR THE PROVISION OF INFORMATION
TECHNOLOGY SERVICES ("IT SERVICES")

This Memorandum of Agreement entered into the ____ day of _____ 2022, by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, having a principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Albany County Airport Authority, a public benefit corporation located at 737 Albany Shaker Road, Colonie, New York 12211 (hereinafter, the "Authority" and together with the County, may be referred to herein individually as a "[p]arty" and collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the Authority has a need for Information Technology Services ("IT Services"); and

WHEREAS, the County possesses the requisite expertise and equipment necessary to assist the Authority in an expedient and expeditious fashion; and

WHEREAS, the Authority has agreed to accept the County's assistance in providing IT Services necessary to oversee the management and maintenance of all IT operations at Albany International Airport; and

WHEREAS, the Parties find that the performance of this Memorandum of Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Agreement;

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Agreement, and parties hereby agree as follows:

SECTION I. SERVICES

1.1 The County shall provide the Authority with IT Services as set forth in Exhibit "A" Scope of Services, incorporated into and made part hereof. The County shall provide the personnel and expertise necessary to provide IT Services.

1.2 The County shall maintain records of services provided herein. The Authority shall pay to the County the rate of \$8,250.00 per month for a total of \$49,500.00 for six (6) months of IT Services.

1.3 All County staff providing services under this Agreement shall remain employees of the County and be subject to supervision of the County. They shall continue to receive compensation and benefits from Albany County and will at all times be considered a County employee for all purposes.

SECTION II. INDEMNIFICATION

The Authority shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by the County in relation to this Memorandum of Agreement, provided, however, that the Authority shall not be obligated to indemnify the County for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the County.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Agreement shall be in full force and effect commencing December 1, 2021 and terminating on May 31, 2022. This Agreement may be renewed for additional periods of six (6) month upon the consent of both parties. Either party may cancel this Agreement upon sixty (60) days written notice to the other party.

SECTION IV. AMENDMENTS

This Memorandum of Agreement represents the entire agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Daniel C. Lynch, Esq.
Deputy County Executive
Albany County Executive's Office
112 State Street, Rm. 1200
Albany, New York 12207

If to the Authority:

Philip F. Calderone, Esq.
Chief Executive Officer
Albany International Airport
Administration Building
Suite 200
Colonie, New York 12211

SECTION VI. INSURANCE REQUIREMENTS

6.1 The Authority shall also maintain insurance for Cyber, Automobile, Bodily Injury, and Property damage for the equipment utilized in completing this Memorandum of Agreement in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence subject to a THREE MILLION (\$3,000,000.00) DOLLAR aggregate.

6.2 Certificates of insurance shall be issued naming the County of Albany as certificate holder and primary/non-contributory additional insured as required by written contract.

6.3 The County shall maintain General Liability insurance and Worker's Compensation Insurance for any employees performing work under this agreement.

6.4. The County shall maintain Cyber Liability insurance for services rendered to the Authority under this Agreement. The certificate of insurance shall name the Authority as certificate holder with primary/non-contributory additional insured coverage as required by written contract.

SECTION VII. ENTIRE AGREEMENT

This Memorandum of Agreement represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Memorandum of Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Agreement, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Agreement.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Agreement on the dates written below. The Authority and County agree the delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Agreement is as effective as delivery of an originally executed Agreement.

The County of Albany

By: _____ Date _____
Daniel P. McCoy
County Executive
Or
Daniel C. Lynch, Esq.
Deputy County Executive

The Albany County Airport Authority

By: _____ Date _____
Names: Philip F. Calderone, Esq.
Title: Chief Executive Officer

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit "A"

Scope of Services

Scope of Work

The County shall oversee the operation, management and maintenance of all current and related technology, computer, and computer related facilities at Albany International Airport. Services include:

- Security System Computing
- Administrative Computing
- Internet Connectivity, both wired and wireless,
- Flight Information Display System (FIDS)
- Gate Information Display System
- Baggage Claim Information System
- Terminal Music System (Muzak)
- Terminal Television Displays
- Cisco Router
- Servers Running Windows Server 2003 and 2008
- Telecommunications
- Video Conferencing
- Outdoor Electric Signage
- Parking Operation Systems
- Fuel Operation Systems
- Work Order System

The County shall oversee the daily operation, management and maintenance of all current and related technology, computer, and computer related facilities at the Airport, which currently includes:

- Administrative Computing: Dell Optiplex Workstations, VMWare on IBM and EMC SAN's, Clients for email, websites, Microsoft Office applications, and other specialized computer applications (e.g., accounting, payroll, HVAC, Parking, video conferencing, etc.), archive and backup systems
- Security System - Windows OS and Hardware support
- Internet Connectivity, both wired and wireless, provided by Level 3 and Deep Blue. Internet Connectivity uses a Juniper and Fortinet firewall and web filter.
- Flight Information Display System ("FIDS") provided by Comnet
- Gate Information Display System ("GIDS") provided by Comnet
- Baggage Claim Information Display System provided by Comnet
- Muzak provided by IED and Brown Sound
- Extreme Managed Switches and Routers
- Extreme Wireless Controller and Access Points
- Servers running Windows Server 2008 and 2012 (few 2003 still)

- Red Lion – Sixnet Managed Security switches
- Work Order System yet to be determined
- Network Connected LED Signage
- Network Connected Telecommunications with TwinState when needed
- Video Conferencing and Presentation Systems

The County shall also:

- Work with Cyber Security Officer and coordinate with respect to:
 - Password complexity, management and hygiene
 - Administrative passwords
 - Default passwords
 - 3rd party passwords
 - Implementation of two factor authentication where possible
 - Inventorying of computing infrastructure and applications
 - Identification of all end of life systems and recommend upgrading or replacement
 - Review privileged accounts and associated levels of access
 - Network segmentation
 - Patch management
 - Backups
 - Network Monitoring (Albert) and DNS Filtering
 - Process for building and deploying standard hardened images
 - Information awareness training
 - Review of external services and assess their impact on the security posture of AIA
 - Multi State ISAC and Aviation ISAC Memberships
 - Others to be identified

The County shall provide other related Information Technology Services as agreed on an ongoing basis.



Albany County Contract Management System

This Site: Albany County Contr...

Albany County Contract Management System > Request for Contract Approval > 5520

Request for Contract Approval : 5520

New Item | Edit Item | Delete Item | Workflows | Alert Me

Request ID #	5520
Department	A1680 - Information Services
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Resolution #	
Date Submitted	4/30/2020 12:00 AM
Expiration Date	10/30/2020 12:00 AM
Contact Person	Blanchard, Perry
Contact Phone	518-447-4962
Contact Email	perry.blanchard@albanycountyny.gov
Vendor Info	<p>Name: Albany County Airport Authority</p> <p>Address: 737 Albany Shaker Rd Albany, NY 12211</p>
Estimated Amount	49,500.00
Estimated Term	5/11/2020-11/10/2020
Scope of Service	Provide necessary IT services and oversee the operation, management and maintenance of all technologies related to services at the Albany County Airport Authority
Budget Line	N/A
Point 2 or 4	4
Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Budget Line	Account Code
Point 2 or 4	
Line Item	
Fiscal Impact - County	1.00

Fiscal Impact - State 0.00
Fiscal Impact - Federal 0.00
Revenue Code AA1680
Revenue Line 1,270.00
Capital Plan Capital Plan:
Capital Plan - Line Item
 Revenue Code Revenue Code
 Revenue Line
 Capital Plan Capital Plan:
 Capital Plan - Line Item
 Revenue Code Revenue Code
 Revenue Line
 Capital Plan Capital Plan:
 Capital Plan - Line Item
 Revenue Code Revenue Code
 Revenue Line
 Capital Plan Capital Plan:
 Capital Plan - Line Item
Anticipated in Current Budget No
BID, RFP, RFQ Completed? N/A
BID/RFP/RFQ #
Additional Comments
Attachments

DMB Section

DMB Approval Yes
Reason for Disapproval
Not to Exceed Amount 49,500.00
Date of Approval or Disapproval 5/1/2020 12:00 AM
If CAB contract, Date approved by CAB
If Legislative contract, Date approved by Legislature
Contract ID # 5,620

Law Section

Law receives request to prepare contract
Law receives back-up documentation to prepare contract
Law sends draft of contract to Dept for review
Law sends final contract to department
Law sends signed contract to CEO to sign
Law sends signed contract to Comptrollers office and requesting department.
Completed Date

Created at 4/30/2020 3:25 PM by Blanchard, Perry
 Last modified at 5/1/2020 3:55 PM by Reilly, David



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycounty.com

SHAWN A. THELEN
COMMISSIONER

M. DAVID REILLY
DEPUTY COMMISSIONER

PERRY J. BLANCHARD
CHIEF INFORMATION OFFICER

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Perry J. Blanchard
Chief Information Officer

DATE: April 2020

RE: Request for Contract Authorization
MOA with Albany County Airport Authority
For the Provision of Information Technology (IT) Services
Contract Term: Six months with an option to renew
Revenue to County: \$8,250.00 per month/\$49,500.00 for term

Attached is a proposed Memorandum of Agreement with the Airport Authority for Information Technology (IT) services to be provided by this Department to the Airport Authority for a period of six months with an option to renew for an additional period of six months. Late last year the Airport Authority was the victim of a cyberattack. At that time, it became clear that there were certain deficiencies in its technology, computer and computer related facilities that the Division of Information Services could provide guidance and assistance with. The specific scope of services to be provided by the Division of Information Services is attached as Exhibit "A".

The work to be provided falls within our general work duties and our assistance to the Airport Authority will be revenue producing to the County. I recommend that the Board approve this agreement.

Thank you for your consideration of this matter.

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE ALBANY COUNTY AIRPORT AUTHORITY
FOR THE PROVISION OF INFORMATION
TECHNOLOGY SERVICES ("IT SERVICES")

This Memorandum of Agreement entered into the ____ day of _____ 2020, by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, having a principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Albany County Airport Authority, a public benefit corporation located at 737 Albany Shaker Road, Colonie, New York 12211 (hereinafter, the "Authority" and together with the County, may be referred to herein individually as a "[p]arty" and collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the Authority recently terminated its agreement with its consultant for Information Technology Services; and

WHEREAS, the Authority has a need for Information Technology Services ("IT Services"); and

WHEREAS, the County possesses the requisite expertise and equipment necessary to assist the Authority in an expedient and expeditious fashion; and

WHEREAS, the Authority has agreed to accept the County's assistance in providing IT Services necessary to oversee the management and maintenance of all IT operations at Albany International Airport; and

WHEREAS, the Parties find that the performance of this Memorandum of Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Agreement;

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Agreement, and parties hereby agree as follows:

SECTION I. SERVICES

1.1 The County shall provide the Authority with IT Services as set forth in Exhibit "A" Scope of Services, incorporated into and made part hereof. The County shall provide the personnel and expertise necessary to provide IT Services.

1.2 The County shall maintain records of services provided herein. The Authority shall pay to the County the rate of \$8,250.00 per month for a total of \$49,500.00 for six (6) months of IT Services.

1.3 All County staff providing services under this Agreement shall remain employees of the County and be subject to supervision of the County. They shall continue to receive compensation and benefits from Albany County and will at all times be considered a County employee for all purposes.

SECTION II. INDEMNIFICATION

The Authority shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by the County in relation to this Memorandum of Agreement, provided, however, that the Authority shall not be obligated to indemnify the County for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the County.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Agreement shall be in full force and effect commencing upon its execution and terminating on _____. Either party may cancel this Agreement upon sixty (60) days written notice to the other party. This Agreement may be renewed for six (6) months upon written agreement of the parties.

SECTION IV. AMENDMENTS

This Memorandum of Agreement represents the entire agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Daniel C. Lynch, Esq.
Deputy County Executive
Albany County Executive's Office
112 State Street, Rm. 1200
Albany, New York 12207

If to the Authority:

Philip F. Calderone, Esq.
Chief Executive Officer
Albany International Airport
Administration Building
Suite 200
Colonie, New York 12211

SECTION VI. INSURANCE REQUIREMENTS

6.1 The Authority shall also maintain insurance for Automobile, Bodily Injury, and Property damage for the equipment utilized in completing this Memorandum of Agreement in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence subject to a THREE MILLION (\$3,000,000.00) DOLLAR aggregate.

6.2 The County shall be named as an Additional Insured on the insurance policies described in this Section.

6.3 The County shall maintain appropriate General Liability insurance for the work covered by this agreement and Worker's Compensation Insurance for any employees performing work under this agreement.

SECTION VII. ENTIRE AGREEMENT

This Memorandum of Agreement represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Memorandum of Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Agreement, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Agreement.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Agreement on the dates written below. The Authority and County agree the delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed original of this Agreement is as effective as delivery of an originally executed Agreement.

The County of Albany

By: _____ Date _____
Daniel P. McCoy
County Executive
Or
Daniel C. Lynch
Deputy County Executive

The Albany County Airport Authority

By: _____ Date _____
Names: Philip F. Calderone, Esq.
Title: Chief Executive Officer

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

On the ____ day of _____, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2020, before me, the undersigned, a notary public in and for the state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit "A"

Scope of Services

Scope of Work

The County shall oversee the operation, management and maintenance of all current and related technology, computer, and computer related facilities at Albany International Airport. Services include:

- Security System Computing
- Administrative Computing
- Internet Connectivity, both wired and wireless,
- Flight Information Display System (FIDS)
- Gate Information Display System
- Baggage Claim Information System
- Terminal Music System (Muzak)
- Terminal Television Displays
- Cisco Router
- Servers Running Windows Server 2003 and 2008
- Telecommunications
- Video Conferencing
- Outdoor Electric Signage
- Parking Operation Systems
- Fuel Operation Systems
- Work Order System

The County shall oversee the daily operation, management and maintenance of all current and related technology, computer, and computer related facilities at the Airport, which currently includes:

- Administrative Computing: Dell Optiplex Workstations, VMWare on IBM and EMC SAN's, Clients for email, websites, Microsoft Office applications, and other specialized computer applications (e.g., accounting, payroll, HVAC, Parking, video conferencing, etc.), archive and backup systems
- Security System - Windows OS and Hardware support
- Internet Connectivity, both wired and wireless, provided by Level 3 and Deep Blue. Internet Connectivity uses a Juniper and Fortinet firewall and web filter.
- Flight Information Display System ("FIDS") provided by Comnet
- Gate Information Display System ("GIDS") provided by Comnet
- Baggage Claim Information Display System provided by Comnet
- Muzak provided by IED and Brown Sound
- Extreme Managed Switches and Routers
- Extreme Wireless Controller and Access Points
- Servers running Windows Server 2008 and 2012 (few 2003 still)

- Red Lion – Sixnet Managed Security switches
- Work Order System yet to be determined
- Network Connected LED Signage
- Network Connected Telecommunications with TwinState when needed
- Video Conferencing and Presentation Systems

The County shall also:

- Work with Cyber Security Officer and coordinate with respect to:
 - Password complexity, management and hygiene
 - Administrative passwords
 - Default passwords
 - 3rd party passwords
 - Implementation of two factor authentication where possible
 - Inventorying of computing infrastructure and applications
 - Identification of all end of life systems and recommend upgrading or replacement
 - Review privileged accounts and associated levels of access
 - Network segmentation
 - Patch management
 - Backups
 - Network Monitoring (Albert) and DNS Filtering
 - Process for building and deploying standard hardened images
 - Information awareness training
 - Review of external services and assess their impact on the security posture of AIA
 - Multi State ISAC and Aviation ISAC Memberships
 - Others to be identified

The County shall provide other related Information Technology Services as agreed on an ongoing basis.

Albany County Request for Contract Approval

Contract # 2022-131
Contract Type B) CAB Contract
Contract Action A) New
Contract Action Type A) New
Department A1620 - Building Services
Date Submitted Tuesday, March 08, 2022
Contact Person Stover, Thomas
Contact Phone 1 (518) 447-3020
Vendor Info BPI Mechanical Services, Inc.
95 Hudson River Road, ALBANY, NY 12208
Estimated Amount \$20,910.00
Estimated Term 5/1/2022 to 4/30/2023
Scope of Services Replace three failed HP 1.1 1.2 and 2.22 at the Mercantile building.
Budget Line Item AA1620 - 4046 - - -
Fiscal Impact County: 100.00% State: 0.00% Federal: 0.00%
Local: 0.00% Other: 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 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 9, 2022

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

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval of contract with BPI Mechanical Inc. for replacement of three failed heat pumps at the Mercantile building, 60 South pearl St. at a cost of \$20,910.00.

Noted heat pumps have exceeded their expected life span and required repairs would not be cost-effective.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



95 Hudson River Rd.
Waterford, NY 12188
(518) 326-8450 Ph. (518) 326-8435 Fax

1/19/22

Albany County
Mercantile Bldg
S Pearl St
Albany, NY

Re: Heat Pump

Dear John,

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

Replacement of (3) water source heat pumps (1-1, 1-2 and 2-22)

1. Ceiling removal @ location of unit to be replaced is by others
2. Remove duct to gain access to heat pump for removal
3. Shut down, isolate, unhook and remove failed heat pump
4. Furnish and install (3) replacement heat pump
5. Re-hook power, controls, drain and water line connections
6. Start up and operational test
7. Ceiling replacement by others
8. Replace duct that was removed
9. Re-use existing thermostats

Cost for above scope: \$20,910.

Our proposal excludes the following:

1. Overtime hours of any kind.
2. Taxes of any/all kinds
3. Parts and/or materials not listed.
4. Performance and/or operation of related systems and/or equipment.
5. Labor to install equipment, parts, and/or materials of any kind not listed
6. Any and/or all cutting, masonry, painting, patching, carpentry, roofing, asbestos abatement, drop ceiling work labor and/or materials of any kind.

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

Respectfully,

Daniel A. Keating
BPI Mechanical Service, Inc.

Albany County Request for Contract Approval

Contract #	2022-96
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A1620 - Building Services
Date Submitted	Tuesday, February 22, 2022
Contact Person	Stover, Thomas
Contact Phone	1 (518) 447-3020
Vendor Info	Johnson Controls Fire Protection 1399 Vischer Ferry Road, Clifton Park, NY 12065
Estimated Amount	\$60,060.01
Estimated Term	5/1/2022 to 4/30/2023
Scope of Services	Annual fire alarm and fire sprinkler system test and inspections of various County facilities.
Budget Line Item	AA1620 - 4046 - - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00% Local: 0.00% Other: 0.00%
BID, RFP, RFQ Completed?	Yes - RFQ

Budget Analyst

Date

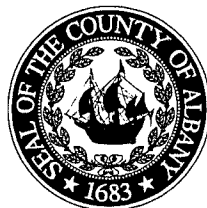
For Contract Board Use:

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 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

February 22, 2022

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 \$60,060.01.

The quote provided conforms to existing State contract PT68816 for fire alarm and sprinkler testing and inspection. The contract term is 5/1/2022 - 4/30/2023.

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

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



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** and is effective **1-May-22** (the "Effective Date") to **30-Apr-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
Dept. CH 10320
Palatine, IL 60055-0320

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$60,060.01 - **Proposal # :** CPQ-184766

PAYMENT SUMMARY:

Year	Total Net Price
1	\$60,060.01

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.

2022

Property	Annual			Add Ons	Totals
	Annual Fire Alarm Test & Inpection	Sprinkler System Test & Inpection	Fire Pump System Test & Inspection		
County Office Building	\$14,168.31	\$510.00	\$816.00	200.00	\$15,694.31
Dept. of Social Services	\$1,159.74	\$510.00			\$1,669.74
Stedman House	\$1,001.64	\$510.00			\$1,511.64
Judicial Center	\$12,755.10	\$510.00	\$816.00	200.00	\$14,281.10
Board of Elections	\$1,734.00	\$510.00		423.00	\$2,667.00
Mercantile	\$2,129.76	\$510.00			\$2,639.76
County Court House	\$9,278.94	\$510.00			\$9,788.94
Hall Of Records	\$698.70	\$510.00		488.58	\$1,697.28
Health Department	\$1,909.44	\$510.00			\$2,419.44
Mental Health Dept/CAC	\$1,275.00	\$510.00			\$1,785.00
Spruce Street Garage	\$255.00				\$255.00
Family Court	\$2,856.00	\$510.00			\$3,366.00
Clarksville	\$2,284.80				\$2,284.80
					\$60,060.01

2021

Property	Annual			Totals
	Annual Fire Alarm Test & Inpection	Sprinkler System Test & Inpection	Fire Pump System Test & Inspection	
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
Board of Elections	\$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