

Albany County Request for Contract Approval

Contract #	2022-418
Contract Type	B) CAB Contract
Contract Action	B) Amendment
Contract Action Type	B) Amendment
Department	A1025 - Redistricting Commission
Date Submitted	Monday, June 27, 2022
Contact Person	Chambers, Necole
Contact Phone	1 (518) 447-3034
Vendor Info	Applied Geographics, Inc. 33 Broad Street, 4th Floor, Boston, MA 02109
Estimated Amount	\$6,000.00
Estimated Term	1/1/2022 to 12/30/2022
Scope of Services	This proposal is for a \$6,000 increase amendment to our contract with Applied Geographics (Contract No. 63 for 2022), Inc. for additional mapping services. This represents a 10% increase in their contract, which we agree is warranted given the additional services they will need to provide to complete our redistricting tasks.
Budget Line Item	AA1025 - 44007 - - -
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



HON. ANDREW JOYCE
CHAIRMAN

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

NECOLE M. CHAMBERS
CLERK


PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Necole M. Chambers 
Clerk of the Legislature

DATE: June 29, 2022

RE: Contract No. 63 for 2022

Attached is a request for an Amendment to Contract No. 63 for 2022 with ARCBridge to provide additional Mapping Services to the County of Albany Redistricting Commission.

If you have any further questions or need additional information, please let me know. Thank you for your attention in this matter.

NMC/nc



GIS Services Quote (FFP)

Applied Geographics, Inc

33 Broad Street, 4th Floor
Boston, MA 02109

County of Albany NY Redistricting Support Plus Up

Quote Number: 846544000063060032

Project Number: 2022-0486

Quote Valid Until: Jul 31, 2022

Account Name: County of Albany, NY

Contact Name: Necole Chambers

BILL TO

County of Albany, NY
112 State Street, Room 710
Albany, NY
United States

SHIP TO

County of Albany, NY
112 State Street
Albany, NY 12207
United States

List Price Items

#	Description	Price	Qty	Total
1.	AppGeo Firm Fixed Price Services (APPGEO-SERVICE-FFP) FFP Services	\$ 6,000.00	1	\$ 6,000.00

Discount	\$ 0.00
Grand Total	\$ 6,000.00

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND APPLIED GEOGRAPHICS, INC.
FOR MAPPING SERVICES
FOR THE COUNTY OF ALBANY

Contract No. 6769 of 2022

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and Applied Geographics, Inc. , with a principal address located at 33 Broad Street, 4th Floor, Boston, MA 02109 (hereinafter, the "Consultant," the County and the Consultant may be referred to individually as a "[P]arty" and together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has a need for mapping services, said request having been denominated RFP #2021—150, and having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on November 23, 2021 and published on December 2, 2021 (hereinafter called the "RFP"); and

WHEREAS, the County has issued a single addendum to RFP #2021-045 on December 10, 2021 (hereinafter called the "Addendum"); and

WHEREAS, in response thereto, Consultant has submitted a proposal on December 21, 2021 (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid services; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, 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 consist of the following: this Agreement; the Addendum, which is incorporated herein and made a part hereof in its entirety by reference; the RFP, which is incorporated herein and made a part hereof in its entirety by reference; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Consultant shall provide mapping and demographic services for the County of Albany. The Services the Consultant shall provide include those described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP4 through RFP5, along with the Plan Implementation described in the Proposal at SECTION IV – Plan Implementation, pages 34 through 37, which is attached hereto as Schedule B.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed SIXTY-TWO THOUSAND, FIVE HUNDRED AND 00/100 (\$62,500.00) DOLLARS (US CURRENCY) for all services performed under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall commence on January 1, 2022 and continue in effect until December 31, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved 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 Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, , all sums expended by the County to procure a substitute Consultant to satisfactorily complete the work up to the amount remaining to be paid under this agreement, together with the County's own costs incurred in procuring a substitute Consultant.

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that 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 Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

- 16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.
- 16.2 The Consultant 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 Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any 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 Consultant.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS - CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. EXTRA SERVICES/WORK

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. MISCELLANEOUS PROVISIONS

- 25.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures described in the RFP.
- 25.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.
- 25.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 25.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 25.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 25.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

COUNTY OF ALBANY

DATED: 2/1/22

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

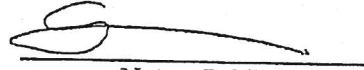
APPLIED GEOGRAPHICS, INC.

DATED: 01/19/2022

BY: Kate L Hickey

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the 1st day of February, 2022, 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

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

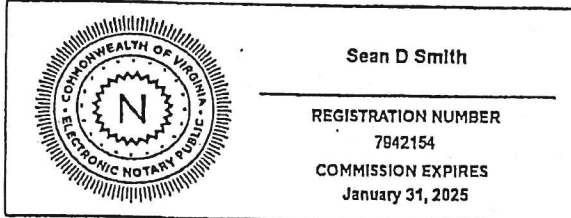
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2022, 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

Virginia
STATE OF ~~NEW YORK~~)
COUNTY OF ~~Albany~~ ^{City of Alexandria}) SS.:

On the 19th day of January, 2022, before me, the undersigned, personally appeared Kate J. Hickey, 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.



Sean D Smith  7942154 01/31/2025
Notary Public

Notarized online using audio-video communication

SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

SCHEDULE B

PLAN IMPLEMENTATION

Albany County Request for Contract Approval

Contract #	2022-411
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A3110 - Sheriff
Date Submitted	Thursday, June 23, 2022
Contact Person	Wood, Dennis
Contact Phone	() -518
Vendor Info	STRYKER 3800 E. CENTRE AVE, PORTAGE, WI 49009
Estimated Amount	\$65,382.00
Estimated Term	6/15/2022 to 6/14/2026
Scope of Services	VENDOR TO PROVIDE INSPECTIONS AND PREVENTIVE MAINTENANCE (UNLIMITED REPAIRS AND PARTS) ON OUR LIFEPAK 15'S AND OUR LUCAS HEART MONITORING EQUIPMENT OVER A 4 YEAR PERIOD
Budget Line Item	AA3110 - 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

Sales Rep Name: Brian Budinich
 ProCare Service Rep: Mark Anauo

3800 E. Centre Ave
 Portage, MI 49009

Date: 6/10/2022
 ID #: 220610091558

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1259773	Name: Scott Bowman
Shipping Acct Num: 1259722	Title: Asst Dir of OP
Account Name Albany Cty Sheriffs Dept EMS	Phone: (518) 720-8027
Account Address 58 Verda Ave	Email: scott.bowman@albanycountyny.gov
City, State Zip Clarksville, NY 12041	

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite	8	4		\$61,632.00
2	LUCAS	LUCAS	LUCAS Prevent Onsite	2	4	Start 11/1/22	\$11,014.67

PROGRAM INCLUDES:

LUCAS Prevent Onsite:
 ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:
 ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$72,646.67
Annual Payments \$16,345.50	Discount	10%
See below for complete payment schedule	FINAL TOTAL	\$65,382.00

Start Date: 6/15/2022
 End Date: 6/14/2026

 Stryker Signature Date

 Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

 Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308 **If contract is over \$5,000 please send hard copy PO**

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 65,382.00
6/1/2022	\$ 16,345.50	\$ -	49,036.50	\$ 49,036.50
6/1/2023	\$ 16,345.50	\$ -	32,691.00	\$ 32,691.00
6/1/2024	\$ 16,345.50	\$ -	16,345.50	\$ 16,345.50
6/1/2025	\$ 16,345.50	\$ -	-	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	45841419	LP15 Prevent Onsite
2	LP15	45851588	LP15 Prevent Onsite
3	LP15	45851441	LP15 Prevent Onsite
4	LP15	45848911	LP15 Prevent Onsite
5	LP15	45848690	LP15 Prevent Onsite
6	LP15	45844217	LP15 Prevent Onsite
7	LP15	45842873	LP15 Prevent Onsite
8	LP15	45852424	LP15 Prevent Onsite
9	LUCAS	30136060	LUCAS Prevent Onsite
10	LUCAS	30125313	LUCAS Prevent Onsite

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 220610091558

Check box if Billing same as Shipping

BILL TO	CUSTOMER #
Billing Account Num	1259773
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1259722
Company Name	Albany Cty Sheriffs Dept EMS
Contact or Department	Scott Bowman
Street Address	58 Verda Ave
Add'l Address Line	
City, ST ZIP	Clarksville, NY 12041
Phone	(518) 720-8027

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number 220610091558

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Albany County Request for Contract Approval

Contract #	2022-417
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A3020 - Emergency 911
Date Submitted	Monday, June 27, 2022
Contact Person	Demarest, Kevin
Contact Phone	() -518
Vendor Info	Flock Safety 1170 Howell Mill Rd. NW Suite 210, Atlanta , GA 30318
Estimated Amount	\$28,500.00
Estimated Term	6/27/2022 to 6/27/2027
Scope of Services	Flock safety will be providing Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. Also included is a One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.
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

flock safety

Created Date 5/2/2022 Expiration Date 6/30/2022

Quote Number 00001886

Prepared By Joe Damico

Contact Name John Rizzo

Phone 9178048842

Email joe.damico@flocksafety.com

Bill To Name NY - Albany County SO

Product	Description	List Price	Sales Price	Quantity	Total Price
Falcon Camera	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$2,500.00	\$2,500.00	10.00	\$25,000.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	10.00	\$3,500.00

Total Price \$28,500.00

Recurring Total \$25,000.00

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage

flock safety

- Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to "opt-out" of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots, screeching tires, glass breaking, gunshots, sawing metal)
5. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
6. Warranty & Service:
- Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV: Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

Department: _____ Sheriff's Office _____

Contact Name: _____ Kevin Demarest _____

Phone #: _____ 518-857-9559 _____

Requisition #: _____ 1 _____

Describe in detail the products and/or services to be procured:

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera. See attached vendor sole source letter.

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

Vendor Name: _____ Flock Safety _____

Vendor Address: _____ 1170 Howell Mill Rd. NW
Suite 210
Atlanta GA 30318

Phone: _____ 1-917-804-8842 _____

Fax: _____

Product Needed by date: _____ 8/1/2022 _____

Estimated Total Dollars for this procurement: \$ _____ 38,500.00 _____

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

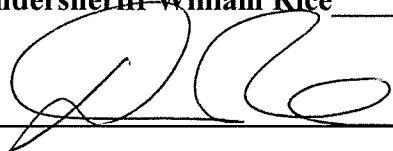
Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- X The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- X. Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee:

Undersheriff William Rice

Signature:



Albany County Request for Contract Approval

Contract #	2022-412
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	A3150 - Correctional Facility
Date Submitted	Thursday, June 23, 2022
Contact Person	Lyons, Michael
Contact Phone	() -
Vendor Info	Trojan Energy Systems 2790 6th Avenue, Troy, NY 12180
Estimated Amount	\$86,780.00
Estimated Term	7/1/2022 to 6/30/2025
Scope of Services	Preventative Maintenance & Refractory Repairs of Boilers 1-4 at the Albany County 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?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



MICHAEL S. MONTELEONE
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: June 23, 2022

To: Contract Administration Board (CAB)

From: Michael J. Lyons, Superintendent

Subject: RFB-2022-070 Preventative Maintenance & Refractory Repairs of Boilers

Briefly, this request is to enter into an Agreement between Albany County Correctional Facility and Trojan Energy Systems, Inc. to preform preventative maintenance annual cleaning and refractory repairs for four (4) 250-HP Cleaver-Brooks boilers. This Agreement is for a Three (3) Year term. Facility staff reviewed the bid tabulation and Trojan Energy Systems, Inc. was the sole vendor to submit a bid.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Michael J. Lyons
Correctional Facility

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 23, 2022

RE: RFB #2022-070 Preventative Maintenance & Refractory Repairs of Boilers

I am in receipt of your recommendation to award the aforementioned to Trojan Energy Services Inc. in the amount of \$86,700.00.

As Trojan Energy Services Inc is the only responsible and responsive bidder, I concur with your recommendation.

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



MICHAEL S. MONTELEONE
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: June 23, 2022

To: Pamela O'Neill, Purchasing Agent

From: Michael J. Lyons, Superintendent

Subject: Preventative Maintenance & Refractory Repairs of Boilers
RFB #2022-070

A handwritten signature in black ink, appearing to read "Michael J. Lyons".

Facility staff has solicited and reviewed the bid tabulation for the above referenced services and have no objection with the selection of Trojan Energy Systems Inc., the sole vendor to submit a bid.

RFB-2022-070 Preventative Maintenance Boilers

Bidder	Trojan Energy
Preventative Maintenance Services Annual	\$ 28,500.00
Total Base Bid 3 Years	\$ 85,500.00
Refractory Repairs SF	\$ 64.00
Estimated Quantity 20 SF of Work	\$ 1,280.00
Total Bid Amount	\$ 86,780.00

Albany County Request for Contract Approval

Contract #	2022-416
Contract Type	B) CAB Contract
Contract Action	A) New
Contract Action Type	A) New
Department	D5112 - Highways- Permanent Improvements
Date Submitted	Monday, June 27, 2022
Contact Person	Ramundo, Lisa
Contact Phone	() -518
Vendor Info	Britespan Building systems Inc. 688 Josephine St. North, R.R. #1, Wingham, Ontario N0G 2W0
Estimated Amount	\$96,929.55
Estimated Term	8/1/2022 to 8/1/2023
Scope of Services	Furnish and Install a Salt Storage Shed at the Department's Berne Subdivision.
Budget Line Item	DD5112 - 44075 - - -
Fiscal Impact	County: 0.00% State: 100.00% 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 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 *LR*

Date: June 27, 2022

Re: Contract Request

The Department of Public Works is requesting approval to enter into a contract with Britespan Building Systems Inc. for the Materials and Installation of a Salt Storage Shed at the departments Berne Subdivision in an amount not to exceed \$96,929.55.

Britespan Building Systems Inc. is a vendor on Sourcewell Contract #091319-BRT. The period for this contract will be for one year (8/1/2022-8/1/2023) and account D95112.44075 Bridge and Road Repair will be used.

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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Workds

FROM: Pamela O Neill *Pamula*
Purchasing Agent

DATE: June 27, 2022

RE: Purchase and Installation of Salt Shed/Berne Division

I am in receipt of your recommendation to Britespan in the amount not to exceed \$96,929.55 for the purchase and installation of a salt shed for the Berne Division.

As Britespan has an approved Sourcewell Contract #091319-BRT I have no objection of your selection.

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

Dealer Name Eagle Associates
 Customer Name Albany County DPW
 Building Use Salt Storage
 Town and State Berne, NY
 Sales Rep Matt Donahue



Building Series	Atlas
Foundation Height	8' Poured Wall
Applicable Building Code	ASCE 7-16 (IBC 2018)
Ground Snow Load	55
Wind Load Vult	105
Wind Exposure (B,C,D)	C (Open Terrain)
Building Width	62
Building Length	80
Truss Spacing	8
Fabric Type	NON-FR
Site Condition	Ce = 0.9 Exposed
Occupancy Category	CAT I (LOW)
Collateral Load .25psf STD	Standard
End Walls Included	1
Doors	no
Stamped Drawings	Yes



Miscellaneous Parts			
Termination Strip - White 10' L - 24			\$480.00
0		0	\$0.00

Breakdown of Building Cost

Building Materials Cost	1	\$35,860.80
Short Building Surcharge 12%	0	\$0.00
Hot Dip Galvanizing Bolts & Secondaries	1	\$3,013.75
Endwall 1	1	\$4,765.00
Endwall 2	0	\$0.00
Headers	0	\$0.00
Doors	0	\$0.00
Mesh Vents	1	\$130.00
Vent Frames	0	\$0.00
0	0	\$0.00
0	0	\$0.00
Engineered Drawings		\$2,500.00
Freight		\$3,500.00

Sourced Goods

Labor To Install (Includes Prevailing Wage)	\$29,680.00
Equipment	\$7,500.00
Travel	\$3,500.00
Anchor Bolts	\$6,000.00
Fabric Color Green	\$0.00

Total Cost	\$96,929.55
-------------------	--------------------



Corporate
 703 Hebron Avenue, Floor J, Glastonbury, CT 06033
 p 1 860 760 0046 • f 1 860 958 1393 • www.clearspan.com



Customer ID: 8852441
 Quote Number: 1058906

QUOTE

Sourcewell Contract #: 091319-CSS

Page: 2 of 2

Lines Total	170,020.90
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	170,020.90

Quote Accepted By: _____ Date: _____

Signature



Corporate
 703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
 p 1 860 760 0046 • f 1 860 658 1393 • www.clearspan.com



Customer ID: 8852441
Quote Number: 1058906

QUOTE

Sourcewell Contract #: 091319-CSS

Page: 1 of 2

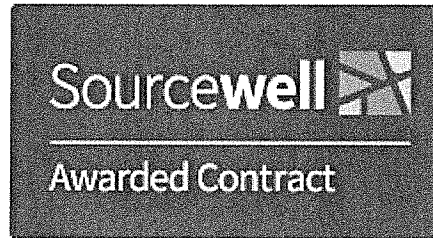
<p><u>Quote To:</u></p> <p>ALBANY COUNTY PUBLIC WORKS 449 NEW SALEM RD VOORHEESVILLE NY 12186-4826 UNITED</p> <p>Phone: 5187652055</p> <p>Sales Person: BRAD WILLIAMS Fax: 860-760-0210 BWILLIAMS@CLEARSPAN.COM</p>	<p><u>Ship To:</u></p> <p>ALBANY COUNTY PUBLIC WORKS 449 NEW SALEM RD VOORHEESVILLE, NY 12186-4826</p> <p>Date: 5/13/2022 Valid for 10 Days</p> <p>Quote Total 170,020.90</p>
---	--

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100106	60W RK BY 80L TRUSS BLDG 11'6"OC 55/102 CAT1 FR HDG FRAME	1.00	75,048.00	75,048.00
2	100106	60W END WALL PACKAGE	1.00	10,652.00	10,652.00
3	116042FK	48"W X 48"H WALL LOUVER FABRIC KIT	2.00	369.95	739.90
4	700001	CUSTOM DESIGN AND ENGINEERING BUILDING	1.00	3,750.00	3,750.00
5	100007	SALE OF FREIGHT	1.00	6,867.00	6,867.00
6	700007	PREVAILING WAGE RATE INSTALLATION	1.00	72,964.00	72,964.00

*Please Note:
 Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.




Britespan

Fabric Structures

#091319-BRT

Maturity Date: 11/08/2023

Contract Documents 

Contract Documents

Fabric Structures with Related Materials and Services

Contract #091319-BRT

Effective 11/08/2019 - 11/08/2023

Contract Documentation

 [Contract](#) 



Competitive Solicitation Documentation

 [Request for Proposal \(RFP\)](#) 

 [Proof of Publication](#) 

 [Proposal Opening Record](#) 

 [Proposal Evaluation](#) 

 [Comment & Review](#) 

 [Board Resolutions](#) 

Become a Member

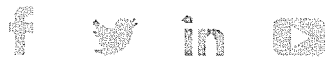
Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

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Solicitation Number: RFP#091319

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Britespan Building Systems Inc., 688 Josephine Street North R.R. #1, Wingham, ON Canada N0G 2W0 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

Britespan #091319-BRT

Pricing for contract #091319-BRT offers Sourcewell participating agencies the following discounts:

- 15% Discount off MSRP

RFP 091319 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Britespan Building Systems Inc.
688 Josephine St North, R.R. #1
Address: Wingham, Ontario N0G 2W0
Contact: Mike Wimmer
Email: mwimmer@britespanbuildings.com
Phone: 715-297-9487
HST#: 809853054

Submission Details

Created On: Monday August 05, 2019 12:34:40
Submitted On: Friday September 13, 2019 12:45:00
Submitted By: Steve Burke
Email: sburke@britespanbuildings.com
Transaction #: 7bebfe34-dcc2-4519-b18f-e6142c026ecb
Submitter's IP Address: 216.46.134.223

Albany County Request for Contract Approval

Contract #	2022-408
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Contract Action Type	C) Renewal
Department	A1680 - Information Services
Date Submitted	Tuesday, June 21, 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	6/1/2022 to 11/30/2022
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

PATRICK ALDERSON
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 Blanchard
Chief Information Officer

DATE: June 21, 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 the Division to provide services to them to address these deficiencies on an on-going basis. 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.

Perry Blanchard
Chief Information Officer

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE ALBANY COUNTY AIRPORT AUTHORITY
FOR THE PROVISION OF INFORMATION
TECHNOLOGY SERVICES ("IT SERVICES")
Contract No. 2022-89

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 June 1, 2022 and terminating on November 30, 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: _____
Daniel P. McCoy
County Executive
Or
Daniel C. Lynch, Esq.
Deputy County Executive

_____ Date

The Albany County Airport Authority

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

_____ Date

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.