Contracts & Agreements Index

Tuesday, June 2, 2026

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COMMITTEE	**RESOLUTION**	**TITLE**
C/H/B/R	G/2	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF HEALTH Motion Made By: Seconded By: In favor? Opposed? Notes: Resolution Moved
C/H/B/R	G/3	RESOLUTION AUTHORIZING A CONTRACT WITH THE CITY OF TROY, NY FOR THE LEAD RENTAL REGISTRY PROGRAM - DEPARTMENT OF HEALTH Motion Made By: Seconded By: In favor? Opposed? Notes: Resolution Moved
C/H/B/R	G/5	RESOLUTION AUTHORIZING AN AGREEMENT WITH REJHA GROUP, LLC FOR TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS FOR THE 2026-27 SCHOOL YEAR AND SUMMER 2027 — DEPARTMENT OF HEALTH Motion Made By: Seconded By: In favor? Opposed? Notes: Resolution Moved
C/B/R	G/6	RESOLUTION AUTHORIZING A CONTRACT FOR THE PURCHASE OF COPY, PRINTING PAPER AND SUPPLIES FOR COUNTY DEPARTMENTS – BUREAU OF CENTRAL SERVICES Motion Made By: Seconded By: In favor? Opposed? Notes: Resolution Moved
C/B/R	G/7	RESOLUTION AUTHORIZING A CONTRACT FOR PAPER, PLASTIC AND ASSOCIATED FOOD SERVICE ITEMS FOR RENSSELAER COUNTY

		DEPARTMENTS – BUREAU OF CENTRAL SERVICES **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/B/R	**G/8**	**RESOLUTION AUTHORIZING A CONTRACT FOR CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND MISCELLANEOUS JANITORIAL SUPPLIES FOR RENSSELAER COUNTY DEPARTMENTS – BUREAU OF CENTRAL SERVICES** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/PW/B/R	**G/9**	**RESOLUTION AUTHORIZING PURCHASES FROM THE NEW YORK STATE OFFICE OF GENERAL SERVICES TRAFFIC PAINT AND GLASS SPHERES FOR REFLECTORIZED PAVEMENT MARKING CONTRACT – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/PW/B/R	**G/10**	**RESOLUTION AMENDING VARIOUS SNOW AND ICE REMOVAL AGREEMENTS – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/PW/B/R	**G/11**	**RESOLUTION AMENDING CONTRACT FOR DESIGN AND CONSTRUCTION OF FUEL SYSTEM AT THE BRUNSWICK GARAGE – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
SS/C/B/R	**G/12**	**RESOLUTION AUTHORIZING A LEASE AND MAINTENANCE AGREEMENT FOR COPIERS AND**

		PRINTERS - VAN RENSSELAER MANOR **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/PW/B/R	**G/13**	**RESOLUTION AUTHORIZING SUPPLEMENTAL AGREEMENT #2 WITH AECOM USA, INC. FOR THE REPLACEMENT OF THE CR 68 SNYDERS CORNER ROAD BRIDGE PROJECT – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
SS/C/B/R	**G/14**	**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, CREATING A POSITION, AUTHORIZING AN AGREEMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
SS/C/B/R	**G/18**	**RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS SCHOOL DISTRICTS FOR SUBSTANCE ABUSE PREVENTION – DEPARTMENT OF MENTAL HEALTH** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
SS/C/B/R	**G/19**	**RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE, AUTHORIZING A CONTRACT WITH ST. PAUL'S CENTER AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES** **Motion Made By:** **Seconded By:**

		In favor? **Opposed?** **Notes: Resolution Moved**
C/J/B/R	**G/20**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH COUGHLIN & GERHART, LLP FOR LEGAL SERVICES – OFFICE OF THE RENSSELAER COUNTY SHERIFF** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/J/B/R	**G/21**	**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM VIAPATH TECHNOLOGIES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/J/B/R	**G/22**	**RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDS FROM NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/PW/B/R	**G/24**	**RESOLUTION AUTHORIZING MAINTENANCE AND SERVICE CONTRACT WITH FULTON THERMAL CORP.– RENSSELAER COUNTY SEWER DISTRICT NO.1** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/B/R	**G/34**	**RESOLUTION AUTHORIZING AN AGREEMENT FOR**

		MOWING, LANDSCAPING, SNOWPLOWING AND SALTING SERVICES FOR 99 TROY ROAD EAST GREENBUSH NY FACILITY-BUREAU OF CENTRAL SERVICES **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**
C/J/B/R	**G/35**	**RESOLUTION AMENDING RESOLUTION G/208/26 AUTHORIZING THE PURCHASE OF ONE (1) 2026 CHEVROLET SILVERADO 1500 EMERGENCY RESPONSE VEHICLE – BUREAU OF PUBLIC SAFETY** **Motion Made By:** **Seconded By:** **In favor?** **Opposed?** **Notes: Resolution Moved**

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Patire, Nichols

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/2

RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/369/24 authorized the acceptance of a grant award from the New York State Department of Health ("NYSDOH") for the Lead Rental Registry Program in the amount of $3,636,000.00 for a five-year program period beginning April 1, 2024 through March 31, 2029; and

WHEREAS, The Rensselaer County Department of Health ("Department") has been awarded an additional $35,775 annually for years 3-5 amending the total award to $3,743,325.00, an award of $762,975.00 for each of the remaining three years of the five-year program period, April 1, 2026 through March 31, 2029; and

WHEREAS, The funding is being used to establish a lead rental registry with the ability to identify applicable dwellings, collect statewide inspection and compliance data for communities of concern, provide flexibility to incorporate existing established programs and registries, and foster community partnerships and solutions; and

WHEREAS, This funding is being used in the identification and remediation of lead hazards in rental housing before children are harmed by lead poisoning; and

WHEREAS, The Department has set goals of requiring periodic inspections for lead hazards and providing an effective enforcement mechanism to ensure compliance; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

GENERAL FUND REVENUE

CODE	PRESENT	CHANGE	REVISED
A.4090 Dept of Environmental			
A.4090.34891	$1,483,236.00	$26,831.00	$1,510,067.00
LRR.2024.34891			
Lead Rental Registry Grant	**TOTAL REVENUE:**	$26,831.00	

GENERAL FUND APPROPRIATIONS

	PRESENT	CHANGE	REVISED
A.4090.04800	$615,719.00	$26,831.00	$642,550.00
LRR.2024.04800			
Dept of Environmental-Contractual			
	TOTAL APPROPRIATIONS:	$26,831.00	

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:_____ P Resolution:_____

Title of Legislation: Accepting additional grant award for the Lead Rental Registry Program and Amending the 2026 Adopted Rensselaer County Budget

Requested by: Health Department

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 26,861.00 current year
$80,461.00 (2027-2029) ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 107,325.00 and length of time state funding is available April 1, 2026 - March 31, 2029. Is it available for ongoing expenses? Yes X or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 0.00 and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): Ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Lead Rental Registry Grant is to establish a Rental Registry with the ability to identify applicable dwellings, collect statewide inspection and compliance date for communities of concern, provide flexibility to incorporate existing established programs and registries, and foster community partnerships and solutions.

Department Head

Leonard F. Claus Jr

NEW YORK STATE | Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, MD, MPH
Commissioner

JOHANNE E. MORNE, MS
Executive Deputy Commissioner

April 7, 2026

Mr. Leonard Claus
Interim Public Health Director
Rensselaer County Department of Health
1600 Seventh Avenue
Troy, NY 12180

Dear Mr. Claus,

We are pleased to inform you that your Lead Rental Registry contract will be amended to include additional funding. Your anticipated annual award for years 3-5 (4/1/26-3/31/29) will be $762,975, an increase of $35,775, bringing your amended 5-year contract value to $3,743,325. Final grant awards are contingent upon review and approval of the Office of the State Comptroller and the availability of funds.

Templates for the year three work plan and budget will be sent in the coming weeks. If you have any questions or concerns, please contact Rental.Registry@health.ny.gov.

Sincerely,

Rachel Cates
Health Program Administrator
Center for Environmental Health

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Lead Rental Registry Program

CONTRACTOR SFS PAYEE NAME: Rensselaer County Health Department

CONTRACT NUMBER: C-39931

CONTRACT PERIOD: From: 4/1/2026

To: 3/31/2027

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	185,383.95		0.00%		$ 185,383.95
b) Fringe	80,642.02		0.00%		
Subtotal	266,025.97	0.00	0.00%	$ -	$ 266,025.97
2. Non Personal Services					
a) Contractual Services	438,294.00		0.00%		$ 438,294.00
b) Travel	500.00		0.00%		$ 500.00
c) Equipment			0.00%		$ -
d) Space/Property & Utilities			0.00%		$ -
e) Operating Expenses	56,655.03		0.00%		$ 56,655.03
f) Other	1,500.00		0.00%		$ 1,500.00
Subtotal	496,949.03	0.00	0.00%	$ -	$ 496,949.03
TOTAL	762,975.00	0.00	0.00%	$ -	$ 762,975.00

$762,975 Grant Total

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY			
NAME / POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK HOURS**	**PERCENT OF EFFORT**
Rich Elder/ Environmental Health Director 2026	95800	35	0.30
Rich Elder/ Environmental Health Director 2027	97716	35	0.30
Vacant, Lead Program Manager 2026	76897	35	0.70
Vacant Lead Program Manager 2027	78435	35	0.70
Jason Severson/ Lead Risk Assessor 2026	57656	35	1.00
Jason Severson/ Lead Risk Assessor 2027	58809	35	1.00
Hailey Briggs/ Information Processing Specialist 2026	42480	35	1.00
Hailey Briggs/ Information Processing Specialist 2027	43330	35	1.00
Vacant/ Information Processing Specialist 2026	42480	35	1.00
Vacant/ Information Processing Specialist 2027	43380	35	1.00
Tina Van Epps/ Sr Fiscal Coordinator 2026	71795	35	0.10
Tina Van Epps/ Sr Fiscal Coordinator 2027	73231	35	0.10
FRINGE - TYPE/DESCRIPTION AND PERCENTAGE			
			PERSONAL SERV

NUMBER OF MONTHS	TOTAL	
9	$	21,555.00
3	$	7,328.70
3	$	13,456.98
3	$	13,726.13
9	$	43,242.00
3	$	14,702.25
9	$	31,860.00
3	$	10,832.50
3	$	10,620.00
3	$	10,845.00
9	$	5,384.63
3	$	1,830.78
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Subtotal	**$**	**185,383.95**
	$	0.44
	$	80,642.02
ICES TOTAL	$	266,025.97

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
City of Troy	$ 433,294.00
Dust sampling	$ 5,000.00
Please provide the scope of work / deliverables that the sub-contractor(s) will provide.	
The subcontractor will provide 12 RRP (initial and refresher combined), 150 initial lead risk assessments, and provide	
TOTAL	$ 438,294.00

TRAVEL - TYPE/DESCRIPTION	TOTAL
Mileage	$ 500.00
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	$ 500.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
8.	
TOTAL	$ -

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	$ -

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1	
2	
3	
TOTAL	$ -

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
Remediation supplies--Property owners may apply to receive the following incentive items to remediate hazards. They must provide a work plan as well as a copy of a current RRP certificate. The following items are offered: Paint/primer (interior and exterior as well as floor enamel), 6 mil plastic sheeting, caulk & Caulk gun, paint train kits, paint bursches, spraybottle, duct & painters tape, sanding sponge, spackle, contractor bags, putty knife and paint scrapers, various PPE, various cleaning supplies	$ 39,405.03
Educational materials	$ 15,000.00
Zoom Software	$ 170.00
Microsoft Office for meeting room	$ 400.00
Canva software	$ 150.00
Inspection supplies	$ 200.00
Table clothes	$ 350.00
XRF batteries	$ 630.00
Computer monitors (QTY 3)	$ 350.00
TOTAL	$ 56,655.03

OTHER - TYPE/DESCRIPTION	TOTAL
Printing and Copying	$ 1,500.00
8.	
TOTAL	$ 1,500.00

I hereby certify that all products /incentives purchased will be free of lead. _____ *(please provide your intials as certification)*

Please provide descriptions of promotional, educational or outreach items below

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Patire, Nichols

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/3

RESOLUTION AUTHORIZING A CONTRACT WITH THE CITY OF TROY, NY FOR THE LEAD RENTAL REGISTRY PROGRAM - DEPARTMENT OF HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/369/24 authorized the acceptance of a grant award from the New York State Department of Health ("NYSDOH") for the Lead Rental Registry Program for the period beginning April 1, 2024 through March 31, 2029; and

WHEREAS, The funding is being used to identify lead hazards, with goals of identifying high risk housing, providing resources to homeowners, and developing community partnerships to sustain the program past the life of the grant; and

WHEREAS, The Department will administer and oversee the grant activities by continuing to collaborate and contract with the City of Troy, 433 River Street, Suite 5001, Troy, NY 12180, to meet the goals and objectives of this program; and

WHEREAS, The Department seeks to enter into a contract with the City of Troy for the period of April 1, 2026 through March 31, 2029, with the intent that such contract would be amended on an annual basis through the end date of the noted grant with the amount of year 1 being $433,294.00, and years 2 and 3 being said amount plus cost of living adjustments; and

WHEREAS, The Department will submit future required Resolutions to amend said contract for the additional cost of living adjustments as necessary; and

WHEREAS, The Department has budgeted the necessary grant funds within the 2026 Rensselaer County Adopted Budget via appropriation code A.4090.04800.LRR.2024.04800; and

WHEREAS, The appropriations necessary for subsequent terms of this contract will be included within the program's future budgets; now, therefore, be it

WHEREAS, The stated and end date of such contract, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Lead Rental Registry Program 4/1/2026 – 3/31/2029	City of Troy 433 River Street Suite 5001 Troy, NY 12180	A.4090.04800.LR R.2024.04800	Year 1 - $433,294.00 Year 2-3 above amount plus cost of living adjustments

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures, and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above contract, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:_____ P Resolution:_____

Title of Legislation: RESOLUTION AUTHORIZING CONTRACT WITH THE CITY OF TROY FOR LEAD RENTAL REGISTRY GRANT

Requested by: DEPARTMENT OF HEALTH

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 433,294.00 current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 433,294.00 and length of time state funding is available 4/1/26-3/31/27. Is it available for ongoing expenses? Yes _____ or No x

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_____ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No _____

4) Length of expense or project (one time only, ongoing, etc.):_____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: To establish a Rental Registry with the ability to identify applicable dwellings, collect statewide inspection and compliance data for communities of concern, provide flexibility to incorporate existing established programs and registries, and foster community partnerships and solutions

Department Head

Leonard F Claus Jr

Troy / Rensselaer County Landlord Registry Draft Budget

Description	Annual Cost	Units	Total Cost
Cell Phone Monthly Charge	1,200.00	4	$ 4,800.00
Other Materials & Supplies			$ 7,000.00
Gas & Other Vehicle Expenses	5,000.00	3	$ 15,000.00
Clothing/Uniform & Boot	800.00	3	$ 2,400.00
Postage			$ 10,000.00
			$ 39,200.00

Personnel

	Salary	Fringe		
Rental Registry Inspector	51,591	39,199	3	$ 272,370.00
Rental Registry Clerk	43,944	37,546	1	$ 81,490.00
Partial Salary for Supervisor	20,000	7,234	1	$ 27,234.00
				$ 381,094.00

Overtime	$ 10,000.00
Training	$ 3,000.00
	$ 13,000.00

TOTAL: $ 433,294.00

Rensselaer County
and
City of Troy

This Agreement is made by and between Rensselaer County on behalf of its Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and City of Troy with an address of 433 River Street, Suite 5001, Troy, New York 12180, hereinafter referred to as the "City". County and City are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County new lead initiative targeting prevention of childhood lead poisoning, including creation of a State rental registry and proactive inspections to identify lead hazards as authorized by New York State Public Health Law Section 1377 (enacted by Part T of Chapter 57 of the Laws of 2023, effective November 5, 2025); and

WHEREAS, New York State has made funding available now in order for municipalities to prepare for the new legislation; and

WHEREAS, the City is a governmental agency and is authorized to furnish such services to the people of Troy New York, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the City for the furnishing of such community services as aforesaid, and the said City has agreed to render and furnish such community services to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The City agrees to furnish services to the Rensselaer County Health Department with program development, creating strategies, and implementation of the Lead Rental Registry grant awarded by The New York State Department of Health to Rensselaer County and as listed on **Attachment-1. The County agrees to reimburse the City for services rendered pursuant to the grant. The parties acknowledge that the New York State Department of Health has not yet published draft regulations for public comment for Public Health Law Section 1377. The parties agree to amend this agreement in the event regulatory interpretation of Section 1377 so requires.**

2. The City agrees to submit to the County fiscal reports as requested and required by State funding agencies.

3. The term of this Agreement shall be from **April 1, 2026** through **March 31, 2027 with annual renewals for the duration of the grant**. Either Party may terminate this Agreement,

provided that the party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

4. The City agrees that it shall have available for audit and inspection by the County and New York State any records relating to this Agreement and shall make available upon request any independent audit obtained by the City regarding the services provided under this Agreement.

5. The City expressly represents and agrees that the Budget for costs of service to be rendered by the City under this contract and as listed on **Attachment-2** shall not exceed a total net cost of **$433,294.00**.

6. The parties to this agreement further agree to take such action to amend this agreement as may be necessary for the parties to maintain compliance with HIPAA requirements.

7. City expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any services to be furnished by City under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to City.

8. This agreement is subject to the provisions of Section l03a and l03b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

b. Any and all contracts made by any municipal corporation or any public department, agency or official thereof, since the effectuate date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

9. In the event of a reduction of County revenues resulting from Federal and/or State budgetary action or program changes, the County reserves the right to reduce the gross sum payable as provided in the foregoing contract by such sum or percentage of sum as may be determined by resolution of the Rensselaer County Legislature amending respective revenue and appropriation codes of the County budget. In the event the County so elects to reduce the contract amount, it shall notify the contracting party and this contract shall be deemed to be

amended by reference in conformity with such resolution amending the adopted County budget.

a. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the City submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the City, and concurrence of the County Attorney commence and maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as City shall demand, provided that City shall provide, at no cost to County, counsel of City 's choice to pursue such proceedings or such litigation and the City shall pay all expenses of such proceedings or litigation.

b. In the event either Party to the agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

10. Non-Discrimination

During the performance of this Agreement the City agrees that:

a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

b. No person shall be denied the services provided for by this Agreement because of race, creed, color, national origin, sex, age, disability, marital status, or inability to pay.

c. The City shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to such agencies will be terminated and/or administrative fines imposed.

11. The City certifies, to the best of its knowledge and belief, that:

a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative agreement.

b. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

12. Environmental Tobacco Certification

By signing this agreement the City certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

13. The following information regarding the City is pertinent and necessary for the parties to carry out this agreement:

Address: 433 River Street, Suite 5001 Troy, New York 12180
Attention: Gabriella Mahoney
Phone: 518-279-7108
Agency e-mail Address: Gabrielle.Mahoney@troyny.gov

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Patire, Nichols

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/5

RESOLUTION AUTHORIZING AN AGREEMENT WITH REJHA GROUP, LLC FOR TRANSPORTATION OF CHILDREN WITH SPECIAL NEEDS FOR THE 2026-27 SCHOOL YEAR AND SUMMER 2027 — DEPARTMENT OF HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Department of Health ("Department") pursuant to Education Law Section 4410 and related New York State Early Intervention Regulations is required to provide transportation to authorized programs for children ages birth to five (5) years old with special needs; and

WHEREAS, The Department received quotes/proposal from various vendors via RFB-26-13 for transportation program clusters for the Division of Special Needs, with Rejha Group, LLC, 23 Railroad Avenue, Albany, New York 12205 providing the most advantageous bid; and

WHEREAS, The Department seeks Legislative approval to enter into an agreement with Rejha Group, LLC for the 2026-27 school year and 2027 summer to provide said transportation services; and

WHEREAS, The first year of agreement will be for a term period of September 1, 2026 through August 31, 2027 totaling $5,441,478.00, with subsequent years the payment would be increased by an amount equal to the increase in the CPI, published in the month of May immediately preceding the date on which the new contract year is to commerce in which Rensselaer County exercises its option of renewal, or 3%, whichever is less; and, be it further

WHEREAS, The Department has budgeted the necessary funds within the 2026 Rensselaer County Adopted Budget via appropriation code A.2960.04800; and

WHEREAS, The start and end date of the agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Transportation services 2026-27 school year and summer 9/1/26-8/31/27 Cluster Nos.: 1-8	Rejha Group, Inc. 23 Railroad Avenue Albany, NY 12205	A.2960.04800	$5,441,478.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:____X____ P Resolution:_____

Title of Legislation: Amending an Agreement for the Transportation of Children with Special Needs for School Year 2026-2027 & Summer 2027

Requested by Department of Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$__5,441,478.00___ current year
$_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Funding / Tax Levy

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_3,237,679.41_____ and length of time state funding is available __3 Years_____. Is it available for ongoing expenses? Yes __X___ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $___2,203,798.59___ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes ____X_____ No _____

4) Length of expense or project (one time only, ongoing, etc.):__Ongoing (9/26-8/27)____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:__Mandated Program to provide services for Children with Special Needs under Article 89 and Part 200 of State Education Law_____

_____

_____

Department Head

Leonard Claus

NED PATTISON RENSSELAER COUNTY GOVERNMENT CENTER
1600 7th AVENUE, TROY, NEW YORK 12180
PHONE: (518) 270-2920 FAX: (518) 270-2969

BID SPREADSHEET

BID NO. RFB-26-13

DESCRIPTION: Transportation of Preschool and Early Intervention Children with Disabilities - Rensselaer County Department of Health: Effective 09/01/2026 through 08/31/2027

OPENING DATE: Thursday, April 30, 2026

TIME: 10:00 A.M.

VENDOR NAME:
Durham School Services, LP

SURETY		NON-COLLUSIVE		LOCAL LAW #2
X		X		X

Program Cluster 1

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way			NO BID			

Program Cluster 2

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way			NO BID			

Program Cluster 3

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day	1	$717.77	1	$777.77	N/A	N/A
Round Trip	4	$551.35	4	$611.35	1	$128.37
One-Way	1	$413.51	1	$458.51	1	$55.76

Program Cluster 4

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day	1	$683.37	1	$743.37	N/A	N/A
Round Trip	3	$516.94	3	$576.94	1	$128.37
One-Way	1	$387.71	1	$432.71	1	$55.76

Program Cluster 5

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day	1	$691.97	1	$751.97	N/A	N/A
Round Trip	6	$525.54	6	$585.54	1	$128.37
One-Way	1	$394.16	1	$439.16	1	$55.76

Program Cluster 6

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way			NO BID			

Program Cluster 7

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day	1	$717.77	1	$777.77	N/A	N/A
Round Trip	2	$551.35	2	$611.35	1	$128.37
One-Way	1	$413.51	1	$458.51	1	$55.76

Program Cluster 8

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day	1	$726.38	1	$786.38	N/A	N/A
Round Trip	4	$559.95	4	$619.95	1	$128.37
One-Way	1	$419.96	1	$464.96	1	$55.76

BID SPREADSHEET

BID NO. RFB-26-13

DESCRIPTION: Transportation of Preschool and Early Intervention Children with Disabilities - Rensselaer County Department of Health: Effective 09/01/2026 through 08/31/2027

OPENING DATE: Thursday, April 30, 2026

TIME: 10:00 A.M.

VENDOR NAME:
Rejha Group, LLC

SURETY		NON-COLLUSIVE		LOCAL LAW #2
X		X		X

Program Cluster 1						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$524.00	1	$524.00	N/A	N/A
Round Trip	4	$524.00	4	$524.00	1	$75.00
One-Way	1	$262.00	1	$262.00	1	$75.00

Program Cluster 2						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$524.00	1	$524.00	N/A	N/A
Round Trip	2	$524.00	1	$524.00	1	$75.00
One-Way	1	$262.00	1	$262.00	1	$75.00

Program Cluster 3						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$524.00	1	$524.00	N/A	N/A
Round Trip	4	$524.00	4	$524.00	1	$75.00
One-Way	1	$262.00	1	$262.00	1	$75.00

Program Cluster 4						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$524.00	1	$524.00	N/A	N/A
Round Trip	3	$524.00	3	$524.00	1	$75.00
One-Way	1	$262.00	1	$262.00	1	$75.00

Program Cluster 5						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	524.00	1	524.00	N/A	N/A
Round Trip	6	524.00	6	524.00	1	75.00
One-Way	1	262.00	1	262.00	1	75.00

Program Cluster 6						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	524.00	1	524.00	N/A	N/A
Round Trip	8	524.00	8	524.00	1	75.00
One-Way	1	262.00	1	262.00	1	75.00

Program Cluster 7						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	524.00	1	524.00	N/A	N/A
Round Trip	2	524.00	2	524.00	1	75.00
One-Way	1	262.00	1	262.00	1	75.00

Program Cluster 8						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	524.00	1	524.00	N/A	N/A
Round Trip	4	524.00	4	524.00	1	75.00
One-Way	1	262.00	1	262.00	1	75.00

BID SPREADSHEET

BID NO. RFB-26-13

DESCRIPTION: Transportation of Preschool and Early Intervention Children with Disabilities - Rensselaer County Department of Health: Effective 09/01/2026 through 08/31/2027

OPENING DATE: Thursday, April 30, 2026

TIME: 10:00 A.M.

VENDOR NAME:
First Student, Inc.

SURETY		NON-COLLUSIVE		LOCAL LAW #2
X		X		X

Program Cluster 1

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 2

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 3

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 4

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day	1	692.00	1	742.00	N/A	N/A
Round Trip	3	590.00	3	650.00	1	120.00
One-Way	1	285.00	1	325.00	1	60.00

Program Cluster 5

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 6

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 7

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 8

Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	Cost Any Size Veh 1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

BID SPREADSHEET

BID NO. RFB-26-13

DESCRIPTION: Transportation of Preschool and Early Intervention Children with Disabilities - Rensselaer County Department of Health: Effective 09/01/2026 through 08/31/2027

OPENING DATE: Thursday, April 30, 2026

TIME: 10:00 A.M.

VENDOR NAME:
Amazing Grace Transportation

SURETY		NON-COLLUSIVE		LOCAL LAW #2
X		X		X

Program Cluster 1						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$585.50	1	$605.00	N/A	N/A
Round Trip	4	$585.50	4	$605.00	1	$102.00
One-Way	1	$450.50	1	$450.50	1	$102.00

Program Cluster 2						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$515.50	1	$540.00	N/A	N/A
Round Trip	2	$515.50	1	$540.00	1	$102.00
One-Way	1	$405.00	1	$405.00	1	$102.00

Program Cluster 3						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 4						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$510.50	1	$535.00	N/A	N/A
Round Trip	3	$510.50	3	$535.00	1	$102.00
One-Way	1	$405.00	1	$405.00	1	$102.00

Program Cluster 5						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day						
Round Trip						
One-Way				NO BID		

Program Cluster 6						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	540.00	1	565.00	N/A	N/A
Round Trip	8	540.00	8	565.00	1	120.50
One-Way	1	430.00	1	430.00	1	120.50

Program Cluster 7						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$650.00	1	$695.00	N/A	N/A
Round Trip	2	$650.00	2	$695.00	1	$120.50
One-Way	1	$550.00	1	$550.00	1	$120.50

Program Cluster 8						Cost Any Size Veh
Route Pkg Type	Eval #	Type 1 Vehicle	Eval #	Type 2 Vehicle	Eval #	1-on-1 Aide
Full Day	1	$650.00	1	$695.00	N/A	N/A
Round Trip	4	$650.00	4	$695.00	1	$120.50
One-Way	1	$550.00	1	$550.00	1	$120.50

RENSSELAER CO.- SY 26-27 PKSE TRANSPORTATION COST ESTIMATES

SEPTEMBER 1, 2026 THRU AUGUST 31, 2027

Vehicle Type: Type 1 = 5 or less children, Vehicle Type 2 = 6 or more children
Rte. Type: F/D = Full Day, R/T = Round Trip

Cluster	# OF Rtes	VEH. TYPE	RTE. TYPE	COST/RTE	COST/DAY	SY DAYS	TOTAL/rte
1	3	1	F/D	$ 524.00	$ 1,572.00	210	$ 330,120.00
	1	1	R/T	$ 524.00	$ 524.00	210	$ 110,040.00
					SUB-TOTAL		**$ 440,160.00**
2	2	1	R/T	$ 524.00	$ 1,048.00	210	$ 220,080.00
					SUB-TOTAL		**$ 220,080.00**
3	4	1	F/D	$ 524.00	$ 2,096.00	210	$ 440,160.00
	1	1	R/T	$ 524.00	$ 524.00	210	$ 110,040.00
					SUB-TOTAL		**$ 550,200.00**
4	1	1	F/D	$ 524.00	$ 524.00	210	$ 110,040.00
	3	1	R/T	$ 524.00	$ 1,572.00	210	$ 330,120.00
					SUB-TOTAL		**$ 440,160.00**
5	9	1	R/T	$ 524.00	$ 4,716.00	210	$ 990,360.00
	5	2	R/T	$ 524.00	$ 2,620.00	210	$ 550,200.00
					SUB-TOTAL		**$ 1,540,560.00**
6	7	1	R/T	$ 524.00	$ 3,668.00	210	$ 770,280.00
	1	2	R/T	$ 524.00	$ 524.00	210	$ 110,040.00
					SUB-TOTAL		**$ 880,320.00**
7	2	1	R/T	$ 524.00	$ 1,048.00	210	$ 220,080.00
					SUB-TOTAL		**$ 220,080.00**
8	2	1	F/D	$ 524.00	$ 1,048.00	210	$ 220,080.00
	2	2	F/D	$ 524.00	$ 1,048.00	210	$ 220,080.00
					SUB-TOTAL		**$ 440,160.00**
					TOTAL (PRE-BUFFER)		**$ 4,731,720.00**
					BUFFER (15%)		**$ 709,758.00**
					TOTAL (W/BUFFER)		**$ 5,441,478.00**

VMC Consultants, Inc. 5/7/26

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/6

RESOLUTION AUTHORIZING A CONTRACT FOR THE PURCHASE OF COPY, PRINTING PAPER AND SUPPLIES FOR COUNTY DEPARTMENTS – BUREAU OF CENTRAL SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Budget provides appropriations for the purchase of Copy, Printing Paper and Supplies; and

WHEREAS, Bids for the purchase of Copy, Printing Paper and Supplies (RFB-26-15) were solicited in accordance with County Purchasing Guidelines, and following evaluation of bids the award is recommended to the below listed vendor based upon their lowest aggregate net total bid per category meeting specifications:

CONTRACT DESCRIPTION	**VENDOR**	**ESTIMATED AMOUNT OF CONTRACT**
RFB-26-15 Category A: Commonly Used Paper	W.B. Mason Company, Inc. 29 Mill Street Albany, NY 12204	Category A: $48,901.97
RFB-26-15 Category B: Specialty Paper and Supplies		Category B: $13,827.87

; and

WHEREAS, The contract period will be effective from July 1, 2026 through June 30, 2027; now, therefore, be it

RESOLVED, That all County departments may utilize the above-referenced bid, provided expenditures do not exceed budgetary appropriations; and, be it further

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders from W. B. Mason Company, Inc., for products listed within the above-referenced bid.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:___X_____ P Resolution:_____

Title of Legislation: RFB-26-15 Copy, Printing Paper & Supplies Bid Category A: Commonly Used Paper and Category B: Specialty Paper and Supplies for County Departments_____.

Requested by:__Bureau of Central Services_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation: Category A: $48,901.97 and Category B: $13,827.87 Bid Contract Effective July 1, 2026 through June 30, 2027.

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year _____ and ongoing _____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No ___X_____

4) Length of expense or project (one time only, ongoing, etc.):_____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Bureau of Central Services has conducted a bid opening for the purchase of copy, printing paper & supplies for County Department's use. The amount listed is based on the Vendors submitted prices for Category A and Category B.

Department Head
JAMES R. GORDON, DIRECTOR
BUREAU OF CENTRAL SERVICES

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

COPY, PRINTING PAPER AND SUPPLIES
Category A: Commonly Used Paper
Category B: Specialty Paper and Supplies

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud. Bidders may respond to one or both Categories. All items listed within a Category must be bid in order to be considered a responsive bid. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein. Interested Bidders may obtain bid specification and bid proposal forms, on-line at https://www.rensco.com/Bids.aspx, or on BidNet Direct, Empire State Purchasing Group, https://www.bidnetdirect.com/new-york/rensselaercounty. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: March 31, 2026
Bid No.: RFB-26-15

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:

	White	- Bid Invitation
	Blue	- Bidder Information
	Green	- Bid Specifications
(COMPLETE & RETURN) →	White	- Official Bid form
(COMPLETE & RETURN) →	White	- Certification of Compliance: Local Law #2
(COMPLETE & RETURN) →	White	- Non-Collusive Practices Statement
(COMPLETE & RETURN) →	Gold	- Official Bid Return Envelope (If Bid mailed to companies)

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.

4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)

5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.

6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

   LOCATION: Rensselaer County requires the awarded Vendor providing the service to be within a 30-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061 or that the awarded Vendor has a site location within a 30-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

   Acceptable forms of proof of a local office as required by this bid include, but are not limited to:
   - A fully executed lease, sublease, or written use agreement for the claimed location;
   - A property deed or utility bill in the company's name for the claimed address;
   - A certificate of occupancy, local business license, or contractor's license listing the local address;
   - An insurance certificate or other official documentation confirming the business operates at the claimed address.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**

   RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. VOID AFTER 90 DAY CHECKS ARE UNACCEPTABLE AS BID SURETY. CASH IS NOT ACCEPTABLE. The surety instrument shall be in the amount of Zero ($0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.

11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.

12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

    The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

    The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.

14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

    Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.

16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.

17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

    No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not be Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. CONDITIONS AND CONTINGENCIES: In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.

19. "OR EQUALS": Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.

20. ALTERNATE BIDS: Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.

21. "HOLD HARMLESS AGREEMENT" (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."

22. RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93): Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever 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..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. PREVENTION OF DELAY (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any away cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE: In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:
- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:
- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:

- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
- **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
- To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
- To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
- To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
- To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

County of Rensselaer
Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal Injury and Advertising Liability
$1,000,000	Each Occurrence
$ 500,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Rensselaer County Government Center
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer
Insurance Requirements (Cont'd)

F. Umbrella Liability

Limit of Liability (minimum limits)
$2,000,000 each occurrence / $2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

A) A description of the work and contract authorization number.

B) Reference to any special endorsements restricting standard policy coverage.

C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.

D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

ADDITIONAL BIDDING INFORMATION

AWARD BASIS: This bid has two (2) Categories. The award(s) will be made per Category to the vendor providing the lowest responsible bid meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Prices must be guaranteed for the first ninety (90) days of the contract. Thereafter, any price change must conform to the "Bid Price Adjustment Clause" *(See Page 10)*. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

SURETY: There is no surety requirement for either category.

AWARD PERIOD: The award period shall be for a period of one (1) year effective from July 1, 2026 through June 30, 2027.

PARTIAL BIDS: All items must be bid within the Category in order to be accepted as a responsible bid. One or both Categories may be bid.

BID PRICING: (See Page 2, #7.) In addition, **quoted prices must include cutting charges as well as inside delivery and stacking**, within the area and specifics set forth by the Rensselaer County Bureau of Central Services. It is strongly recommended that potential bidders view the delivery locations "in person" prior to submitting their bids.

CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein.

INSURANCE: See Page 5, #24 and Pages 6 & 7 for Insurance and Certificate Holder requirements. Upon receiving a Notice of Award, Bidders have seven (7) calendar days to provide proof of insurance (Liability, Workers Compensation and Disability Insurance Coverage). If the appropriate documentation is not received the contract award will be cancelled without penalty to the County. For further clarification you may call the Rensselaer County Attorney's office at (518) 270-2950.

ESTIMATED QUANTITIES: All quantities listed are *estimated* and the contract shall be for the actual quantities ordered during the contract period. Quantities listed on the Official Bid Form have been based upon a combination of historical usage and projected need.

BRAND NAMES: Paper brand names specified in the bid are listed as reference only. The bidder may choose to bid on the brand specified or equal. Bidders are required to specify the brand name bid for each item on the same line as the specified item. Any deviations from the bid specifications must be clearly indicated in writing on the Official Bid Form.

PAPER QUALITY: All paper furnished shall be top grade and unconditionally guaranteed to provide trouble-free operation when used on xerographic type-high speed copiers. All paper provided must be cut "long grain". "Monkey Cut" or "Switch Cut" paper will not be accepted.

PACKAGING: Reams of paper must be packaged in moisture resistant paper and the contents clearly labeled to identify the type and quantity of paper inside. Reams must be packaged in corrugated cartons that meet ICC Standards and are clearly labeled as to contents and quantity. Damaged cartons are not acceptable and must be replaced at no charge.

CASE COUNT: Any variations in packaging, size, quantity or quality specifications for each bid item must be clearly noted on the Official Bid Form. It is the vendor's responsibility to provide an accurate conversion of packaging whenever the packaging or number of items/sheets per case of their bid product varies from that product packaging detailed in the bid specifications.

ADDITIONAL BIDDING INFORMATION (Continued)

MATHEMATICAL CALCULATIONS / LEGIBILITY: Prices and conversions shall be figured to two (2) decimal places. Bids must be legible and include decimal points, as appropriate.

SAMPLES: Vendors must be prepared to submit samples of bid items within three (3) days following notification by the Rensselaer County Bureau of Central Services. A sufficient quantity must be submitted to provide a satisfactory test. Failure to supply samples within the specified time may result in disqualification of the bid.

DELIVERIES: Deliveries must be made to the following locations during the times specified and to the areas identified for deliveries as listed –

Monday through Friday, between the hours of 9:00 AM to 3:00 PM

1. County Office Building, 99 Troy Road, 1st Floor Mailroom, East Greenbush, NY 12061 (entrance back of building at loading dock): Jeff Dooley, Mailroom 518-270-2613
2. County Office Building, Ned Patterson Government Center, 1600 Seventh Avenue, Troy, NY 12180 (1st Floor Security Desk)
3. Rensselaer County Department of Probation, 61 State Street, Troy, NY 12180 (former Life Science/Soil & Water Building) (Pat Stevens 518-266-7101) Deliver to 1st Fl., Building is closed 12:00-1:00 p.m.
4. Social Services Administration Building, **127** Bloomingrove Drive, Troy, NY * (Cynthia Littlefield 518-833-6102) * Inside delivery – 2nd or 3rd floor
5. Sheriff Department, 4000 Main Street, Troy, NY (Faith Clark 518-266-1642 Dan Carroll 518-266-2911, ext. 203)

Monday through Friday, between the hours of 8:00 AM to 4:00 PM

6. Rensselaer County Courthouse, 80 – 2nd Street, 3rd Floor, Troy, NY (District Attorney) (Eileen McDermott 518-270-4040)
7. Office of the County Clerk, 105 3rd Street, Troy, NY (Rebecca Clarkson 518-270-4080)
8. Sewer District, Foot of Water Street, Troy, NY (Alexis Ryan-Stammel 518-283-2235)
9. Highway Garage, 124 Bloomingrove Drive, Troy, NY (Lisa Rose Campbell & Todd Jojo 518-283-0973)

Monday through Friday, between the hours of 8:00 AM and 2:00 PM

10. VRM Nursing Home, 85 Bloomingrove Drive, North Greenbush, NY (Gerald Willson & Donna Maxon 518-283-2000, ext. 363)

- **Rensselaer County reserves the right to add or delete delivery locations and modify delivery days and times during the course of the bid period.**

ADDITIONAL BIDDING INFORMATION (Continued)

PRODUCT CODES / ID: Vendor(s) awarded contract(s) must provide a complete list of the products, colors, sizes, packaging and product code/ID for any items on the bid (either category) identified as "assorted" upon receiving notice of such award.

Vendors may not combine Departments into one account and, for purposes of delivery and subsequent invoicing / payment, shall deal with each Department as a separate account.

Deliveries that do not identify the specific Department that has placed the order may be returned to the vendor at the vendor's expense. There shall be no penalty to either County for expenses incurred due to incorrectly addressed deliveries.

If the successful bidder cannot deliver an item that has been awarded to him within ten (10) calendar days from the date the order was placed, either electronically, phoned or by hard copy, the Department may obtain that item from another source and charge the contracted vendor the difference in price.

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources, Government Purchasing Cooperatives and other alternate sources if pricing is lower than this bid's pricing.

POST-AWARD SUBSTITUTIONS: If an awarded item is discontinued or becomes unavailable to the vendor for some other reason, the Rensselaer County Bureau of Central Services (BOCS) must be notified in writing, on letterhead and signed by the authorized vendor representative **prior to any substitution**. Unit price bid for the original product must be guaranteed for the substitute product; BOCS will notify Departments of the approved substitution.

PARTICIPATION BY POLITICAL SUBDIVISIONS: Wherever practicable, Political subdivisions within New York State may participate in this contract. Each political subdivision will be responsible for their own ordering and payment (See Pages 3 & 4, #17).

BID PRICE ADJUSTMENT CLAUSE:

1. In the event verifiable market conditions require the successful bidder to increase bid pricing during the contract period, the bidder must give the Rensselaer County Bureau of Central Services thirty (30) day written notice of any price increase. Rensselaer County reserves the right to require additional justification of any price increases. No increase in price will be allowed within the first ninety (90) days of the contract.

2. Proof of the need for an increase must accompany the notice in the form of actual manufacturer invoices to the distributor showing the increased product cost. The increase accepted by the Rensselaer County Bureau of Central Services shall not exceed said amount.

3. Upon receipt of written notice, the Rensselaer County Bureau of Central Services may accept the price increase or conduct a new bid at the discretion of the Rensselaer County Bureau of Central Services.

4. Under no circumstances will a price increase be accepted without thirty (30) day written notice.

ADDITIONAL BIDDING INFORMATION (Continued)

BID USAGE REPORTING REQUIREMENTS: Successful Bidders may be required to provide accurate purchase / usage of bid items by County Departments utilizing the contract within a reasonable period of time following written notification by the Bureau of Central Services. Information shall be provided electronically to the County not more than once during the contract period with pertinent usage information entered on an MS Excel form/format provided to Central Services by the Vendors.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

OFFICIAL BID FORM

Copy / Printing Paper and Supplies

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids will be opened and read aloud.

CATEGORY A: COPY / PRINTING PAPER (Commonly Used Paper)

(Note: All paper must be cut "Long Grain" for use in high speed copiers)

Item	Description	Size	Unit	Bidder's Brand, Packging Product ID	Unit Price	x	Est Qty	=	Total Bid Per Item
1	Econosource 20#, long grain - 5M / cs	8 1/2 X 11	cs		$	x	1,305	=	$
1-A	Econosource 20#, long grain - 5M / cs	8 1/2 X 14	cs		$	x	79	=	$
1-B	Econosource 20#, long grain - 2500 / cs	11 x 17	cs		$	x	19	=	$
2	Assorted. colors 20#, long grain - 5M / cs	8 1/2 X 11	cs		$	x	97	=	$
2-A	Assorted. colors 20#, long grain - 5M / cs	8 1/2 X 14	cs		$	x	27	=	$
3	Multi-purpose, 24#, 96 Brite - 5M / cs	8 1/2 X 11	cs		$	x	15	=	$

CATEGORY A: AGGREGATE NET TOTAL (Items 1 thru 3) = $_____

> ALL ITEMS PER CATEGORY MUST BE BID. One or both Categories may be bid.
> Local Law #2 and the Non-Collusive agreement must be signed and enclosed with the signed Official Bid Form.
>Vendor awarded contract must provide list of colors and ordering information for all "assorted" items.

Bidder_____Federal ID #_____

Address_____City_____State_____Zip code_____

Authorized Signature_____ Print Name_____

Date_____Phone_____Fax_____

Email Address_____

OFFICIAL BID FORM
Copy / Printing Paper and Supplies

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids will be opened and read aloud.

CATEGORY B: SPECIALTY PAPER and SUPPLIES

Item	Description	Size	Unit	Bidder's Brand Packaging Product ID	Unit Price	x	Est Qty	=	Total Bid Per Item
1	Certificate Bond, 20#, light cockle - 5M / cs	8 1/2 X 11	cs		$	x	5	=	$
2	Starbrite Cover, #65, white - 2500 / cs	8 1/2 X 11	cs		$	x	25	=	$
2-A	Starbrite Cover, #65, white - 2000 / cs	8 1/2 X 14	cs		$	x	15	=	$
3	Asst. colors 65#, cover - 2500/cs	8 1/2 X 11	cs		$	x	53	=	$
3-A	Asst. colors 65#, cover, 2000/cs	8 1/2 X 14	cs		$	x	7	=	$
4	Parchment, 65#, cover, asst. colors, 2000/cs	8 1/2 X 11	cs		$	x	5	=	$
4-A	Parchment, 65#, cover, asst. Colors - 2000 / cs	8 1/2 X 14	cs		$	x	2	=	$
5	White, opaque xero-graphic 20#, 3-hole punched - 5M / cs	8 1/2 X 11	cs		$	x	20	=	$
6	Regular #10, 24 lb, envelopes, side-seam - 2500 / cs	#10 Reg Env	cs		$	x	8	=	$
7	Single window #10, 24 lb, Envelopes, side-seam, 2500/cs	#10 Wind Env	cs		$	x	7	=	$
8	Folding letter/forms boxes, "Prestige" or equal - 200 / cs	8 1/2 x 11 x 2 1/2	cs		$	x	1	=	$

OFFICIAL BID FORM
Copy / Printing Paper and Supplies

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids will be opened and read aloud.

CATEGORY B: SPECIALTY PAPER and SUPPLIES

Item	Description	Size	Unit	Bidder's Brand Packaging Product ID	Unit Price	x	Est Qty	=	Total Bid Per Item
8-A	Folding letter/forms boxes, "Prestige" or equal - 150 / cs	8 1/2 x 11 x 4	cs		$	x	1	=	$
8-B	Folding letter / forms boxes, "Prestige" or equal - 200 / cs	8 1/2 x 14 x 2	cs		$	x	1	=	$
9	Chip Board, 30-point - 746 / cs	8 1/2 X 11	cs		$	x	1	=	$
9-A	Chip Board, 30-point - 588 / cs	8 1/2 X 14	cs		$	x	1	=	$

CATEGORY B: AGGREGATE NET TOTAL (Items 1 thru 9-A) **= $**_____

> ALL ITEMS PER CATEGORY MUST BE BID. One or both Categories may be bid.

> Local Law #2 and the Non-Collusive agreement must be signed and enclosed with the signed Official Bid Form.

>Vendor awarded contract must provide list of colors and ordering information for all "assorted" items.

Bidder_____ Federal ID #_____

Address_____ City_____ State_____ Zip code_____

Authorized Signature_____ Print Name_____

Date_____ Phone_____ Fax_____

Email Address_____

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ___/___/___
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED:_____ **DATED:**_____

TITLE:_____ **FIRM:**_____

SUBMIT THIS FORM WITH YOUR BID

RFB-26-15 Vendor List
Copying / Printing Paper and Supplies
Emailed Notice: 4/1/2026

Lindenmeyr Munroe
20 Hemlock Street
Latham, New York 12110
Phone: 518-471-5131
Fax: 518-455-8803
Email: claunsbach@lindenmeyr.com

W. B. Mason
29 Mill Street
Albany, New York 12204
Phone: 888-926-2766
Cell: 518-361-1011
Fax: 866-236-0084
Email: Jeff.Leland@wbmason.com;
Leanne.Wood@sbmazon.com;
Christopher.Szczesiul@wbmason.com
Jenna.kinnicutt@wbmason.com

Hummel's Office Plus
1 Selina Drive, Suite 2
Albany, New York 12205-6730
Phone: 518-356-2480
Fax: 518-783-1504
Email: dbertrand@hummelsop.com
rseefeld@hummelsop.com;
jhayner@hummelsop.com
Mr. Ray Seefeld
Vice President – Albany Market

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

'26 APR 28 10:00 AM

BID TABULATION

BID NO.: RFB-26-15

OPENING DATE: Tuesday, 4/28/26

DESCRIPTION: Copy, Printing Paper & Supplies - Rensselaer County Departments

TIME: 10:00 a.m.

VENDOR	NON-COLLUSIVE	LOCAL LAW #2	AMOUNT OF BID Category A	Category B
WB Mason	✓	✓	$48,901.97	$13,827.87
Hummels Office Plus	✓	✓	$57,731.00	$25,510.00

OFFICIAL BID FORM

Copy / Printing Paper and Supplies

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids will be opened and read aloud.

CATEGORY A: COPY / PRINTING PAPER (Commonly Used Paper)

(Note: All paper must be cut "Long Grain" for use in high speed copiers)

Item	Description	Size	Unit	Bidder's Brand, Packging Product ID	Unit Price	x	Est Qty	=	Total Bid Per Item
1	Econosource 20#, long grain - 5M / cs	8 1/2 X 11	cs	mason 5000/cs wbm21200	$ 28.71	x	1,305	=	$37,466.55
1-A	Econosource 20#, long grain - 5M / cs	8 1/2 X 14	cs	mason 5000/cs wbm24200	$ 41.58	x	79	=	$ 3,482.84
1-B	Econosource 20#, long grain - 2500 / cs	11 x 17	cs	mason 2500/cs wbm28110	$ 33.44	x	19	=	$ 635.36
2	Assorted. colors 20#, long grain - 5M / cs	8 1/2 X 11	cs	mason 5000/cs wbm22201xx	$48.30	x	97	=	$4,685.10
2-A	Assorted. colors 20#, long grain - 5M / cs	8 1/2 X 14	cs	hammermill 5000/cs hmm103xxx	$ 78.22	x	27	=	$ 2,111.94
3	Multi-purpose, 24#, 96 Brite - 5M / cs	8 1/2 X 11	cs	mason 5000/cs str91200	$47.88	x	15	=	$ 718.20

CATEGORY A: AGGREGATE NET TOTAL (Items 1 thru 3) = $ 48,901.97

> ALL ITEMS PER CATEGORY MUST BE BID. One or both Categories may be bid.
> Local Law #2 and the Non-Collusive agreement must be signed and enclosed with the signed Official Bid Form.
>Vendor awarded contract must provide list of colors and ordering information for all "assorted" items.

Bidder W.B. Mason Co. Inc. Federal ID # 04-2455641

Address 29 Mill St. City Albany State NY Zip code 12204

Authorized Signature Jenna Kinnicutt Print Name Jenna Kinnicutt

Date 4/28/26 Phone 888-926-2766 Fax

Email Address jenna.kinnicutt@wbmason.com

OFFICIAL BID FORM

Copy / Printing Paper and Supplies

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids will be opened and read aloud.

CATEGORY B: SPECIALTY PAPER and SUPPLIES

Item	Description	Size	Unit	Bidder's Brand Packaging Product ID	Unit Price	x	Est Qty	=	Total Bid Per Item
1	Certificate Bond, 20#, light cockle - 5M / cs	8 1/2 X 11	cs	capitol bond 5000/cs lindb670	$ 180.00	x	5	=	$ 900.00
2	Starbrite Cover, #65, white - 2500 / cs	8 1/2 X 11	cs	accent opaque 2500/cs hmm188560	$ 80.00	x	25	=	$2,000.00
2-A	Starbrite Cover, #65, white - 2000 / cs	8 1/2 X 14	cs	springhill 67# 2000/cs sphl16002	$ 59.00	x	15	=	$ 885.00
3	Asst. colors 65#, cover - 2500/cs	8 1/2 X 11	cs	hammermill 2500/cs hmm4005xx	$ 90.00	x	53	=	$ 4,770.00
3-A	Asst. colors 65#, cover, 2000/cs	8 1/2 X 14	cs	domtar 67# 2000/cs dmr94xxx	$132.00	x	7	=	$ 924.00
4	Parchment, 65#, cover, asst. colors, 2000/cs	8 1/2 X 11	cs	astroparche 2000/cs wau27xx1	$179.00	x	5	=	$895.00
4-A	Parchment, 65#, cover, asst. Colors - 2000 / cs	8 1/2 X 14	cs	astroparche 2000/cs wau27xxx	$ 590.00	x	2	=	$ 1,180.00
5	White, opaque xero-graphic 20#, 3-hole punched - 5M / cs	8 1/2 X 11	cs	mason 5000/cs wbm28230	$ 34.20	x	20	=	$ 684.00
6	Regular #10, 24 lb, envelopes, side-seam - 2500 / cs	#10 Reg Env	cs	mason 2500/cs wbm35210	$ 66.80	x	8	=	$ 534.40
7	Single window #10, 24 lb, Envelopes, side-seam, 2500/cs	#10 Wind Env	cs	mason 2500/cs wbm35211	$ 88.60	x	7	=	$ 620.20
8	Folding letter/forms boxes, "Prestige" or equal - 200 / cs	8 1/2 x 11 x 2 1/2	cs	box partners 200/cs bptra1	$ 86.20	x	1	=	$ 86.20

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CATEGORY B: SPECIALTY PAPER and SUPPLIES

Item	Description	Size	Unit	Bidder's Brand Packaging Product ID	Unit Price	x	Est Qty	=	Total Bid Per Item
8-A	Folding letter/forms boxes, "Prestige" or equal - 150 / cs	8 1/2 x 11 x 4	cs	box partners 150/cs bptrb1	$ 94.50	x	1	=	$ 94.50
8-B	Folding letter / forms boxes, "Prestige" or equal - 200 / cs	8 1/2 x 14 x 2	cs	mason 200/cs lindr2	$ 126.23	x	1	=	$ 126.23
9	Chip Board, 30-point - 746 / cs	8 1/2 X 11	cs	box partners 750/cs bptcphd8511	$ 70.14	x	1	=	$ 70.14
9-A	Chip Board, 30-point - 588 / cs	8 1/2 X 14	cs	box partners 575/cs bptcphd8514	$ 58.20	x	1	=	$ 58.20

CATEGORY B: AGGREGATE NET TOTAL (Items 1 thru 9-A) = $ 13,827.87

> ALL ITEMS PER CATEGORY MUST BE BID. One or both Categories may be bid.

> Local Law #2 and the Non-Collusive agreement must be signed and enclosed with the signed Official Bid Form.

>Vendor awarded contract must provide list of colors and ordering information for all "assorted" items.

Bidder W.B. Mason Co. Inc. Federal ID # 04-2455641

Address 29 Mill St. City Albany State NY Zip code 12204

Authorized Signature Jenna Kinnicutt Print Name Jenna Kinnicutt

Date 4/28/26 Phone 888-926-2766 Fax

Email Address jenna.kinnicutt@wbmason.com

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

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"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

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COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

WB Mason
(Name of Vendor/Company)

Jenna Kinnicutt – Sales manager
(Person authorized to sign & Title)

29 Mill St
(Street or Box Number)

Albany, NY 12204
(City, State, Zip Code)

(Authorized Signature)

4/28/26
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED: Jenifer Lentt DATED: 4/28/26

TITLE: Sales manager FIRM: WB Mason

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/7

RESOLUTION AUTHORIZING A CONTRACT FOR PAPER, PLASTIC AND ASSOCIATED FOOD SERVICE ITEMS FOR RENSSELAER COUNTY DEPARTMENTS – BUREAU OF CENTRAL SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Budget provides appropriations for the purchase of Paper, Plastic & Associated Food Service Items and following evaluation of bids submitted in response to RFB-26-16, award is recommended to the below-listed vendor based upon the lowest aggregate net total bid meeting specifications:

CONTRACT DESCRIPTION	VENDOR	ESTIMATED AMOUNT OF CONTRACT
RFB-26-16 Paper, Plastic & Associated Food Service Items	WB Mason, 29 Mill Street, Albany, NY 12204	$140,279.99

; and

WHEREAS, The contract period will be effective for a six (6) month period effective July 1, 2026 through December 31, 2026; now, therefore, be it

RESOLVED, That purchases based upon RFB-26-16 shall not exceed appropriations within the applicable Budget codes for the various Departments utilizing the above-described contract(s); and, be it further

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for said vendor.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__X_____ P Resolution:_____

Title of Legislation: RFB-26-16 Paper, Plastic & Associated Food Service Items for Rensselaer County Departments – Bureau of Central Services

Requested by: Bureau of Central Services

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$__Unknown_____ current year
$_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):__Could be federal, state, bonding and tax levy._____

   a) For federal funding: amount $_Unknown_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_Unknown___ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_Unknown_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_Unknown__ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No ___X_____

4) Length of expense or project (one time only, ongoing, etc.):__7/1/26 through 12/31/26

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:_ This is a 6-month Bi-Annual Bid. County Departments utilize this bid for the purchase of Paper, Plastic & Associated Food Service Items. The exact expenditures are unknown as BOCS is unaware of departmental paper products needs. The Bid ensures that County Departments follow procurement policy and are receiving best value for their paper product purchases.

Department Head

JAMES R. GORDON, DIRECTOR
BUREAU OF CENTRAL SERVICES

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

PAPER, PLASTIC, FOIL & ASSOCIATED FOOD SERVICE ITEMS

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud. All items must be bid in order to be considered a responsive bid – partial bids will not be accepted. Please refer to Page 2: General Bidding Information: #6 Location requirements. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein. Interested Bidders may obtain bid specification and bid proposal forms, on-line at https://www.rensco.com/Bids.aspx, or on BidNet Direct, Empire State Purchasing Group, https://www.bidnetdirect.com/new-york/rensselaercounty. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: March 31, 2026
Bid No.: RFB-26-16
Page: 1

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:

	White	- Bid Invitation
	Blue	- Bidder Information
	Green	- Bid Specifications
(COMPLETE & RETURN) →	White	- Official Bid form
(COMPLETE & RETURN) →	White	- Certification of Compliance: Local Law #2
(COMPLETE & RETURN) →	White	- Non-Collusive Practices Statement
(COMPLETE & RETURN) →	Gold	- Official Bid Return Envelope (If Bid mailed to companies)

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.

4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)

5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.

6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

   LOCATION: Rensselaer County requires the awarded Vendor providing the service to have an office location be within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061 or that the awarded Vendor has an additional office location within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

   Acceptable forms of proof of a local office as required by this bid include, but are not limited to:
   - A fully executed lease, sublease, or written use agreement for the claimed location;
   - A property deed or utility bill in the company's name for the claimed address;
   - A certificate of occupancy, local business license, or contractor's license listing the local address;
   - An insurance certificate or other official documentation confirming the business operates at the claimed address.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**

   RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. VOID AFTER 90 DAY CHECKS ARE UNACCEPTABLE AS BID SURETY. CASH IS NOT ACCEPTABLE. The surety instrument shall be in the amount of Zero ($0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.

11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.

12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

    The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

    The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.

14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

    Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.

16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.

17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

    No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not be Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. CONDITIONS AND CONTINGENCIES: In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.

19. "OR EQUALS": Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.

20. ALTERNATE BIDS: Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.

21. "HOLD HARMLESS AGREEMENT" (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."

22. RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93): Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever 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..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. PREVENTION OF DELAY (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any away cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE: In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:
- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:
- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:

- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
- **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
- To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
- To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
- To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
- To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

County of Rensselaer
Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal Injury and Advertising Liability
$1,000,000	Each Occurrence
$ 500,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Rensselaer County Government Center
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer
Insurance Requirements (Cont'd)

F. Umbrella Liability

Limit of Liability (minimum limits)
$2,000,000 each occurrence / $2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

A) A description of the work and contract authorization number.

B) Reference to any special endorsements restricting standard policy coverage.

C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.

D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

ADDITIONAL BIDDING INFORMATION

AWARD BASIS: The contract will be awarded to the Bidder with the lowest aggregate net total bid meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. All items must be bid in order to be considered a responsive bid. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

AWARD PERIOD: This is a six (6) month bid and shall be effective from July 1, 2026 through December 31, 2026 (See Pricing, Page 9).

BID PROPOSALS: Rensselaer County may choose to reject Bid(s) from a Vendor with documented past poor performance with Rensselaer County or other Political Subdivisions.

BID SURETY: No bid surety is required.

PARTIAL BIDS: Partial bids WILL NOT be accepted. In order to be considered a responsive bid, Bidders must submit pricing for all items listed on the Official Bid Form.

ESTIMATED BID QUANTITIES: All bid quantities listed are estimated and the contract shall be for the actual quantities ordered during the award period.

MANUFACTURER'S NAMES / PRODUCT CODES: Manufacturers names are given for descriptive purposes, to provide a standard of quality and/or performance and are not intended to restrict competition. Bidders must specify the brand name and product code number of the product they are bidding in the space next to each bid item unless they are providing the product specified by the County on the Official Bid Form. If the specified brand cannot be provided, the bidder must substitute a brand of equal or greater quality. Please note on the Official Bid Form: The Manufacturer Name is "Suggested" and "Product Code" listed may not be the most recent product code. Failure to provide the above information in a legible format may result in disqualification of your bid.

PRODUCT AVAILABILITY: Items awarded to a Vendor must be available for the duration of the specified bid period. Rensselaer County may choose to cancel awarded contracts with Vendors who have an excessive amount of back-orders.

If an awarded item is discontinued or becomes unavailable to the vendor for some other reason, the Bureau of Central Services must be notified in writing, on the company's letterhead and signed by the authorized vendor representative prior to any substitution. If the vendor is offering a substitution, the letter must include the following:

- Manufacturer ingredients information, the new product number, packaging size and unit information to facilitate accurate ordering. Confirmation that the unit price for an equivalent quantity of the substitution will be the same unit price as originally bid, and that the substitution is of equivalent or better quality and function than the original.

- If no substitution is available, items that have to be re-awarded will be purchased from the next lowest bidder or an alternate source, if necessary, and the cost difference will be billed back to the original awarded vendor for the remainder of the bid period. Vendors "dropping" or not supplying products during the specified bid term may forfeit future bid awards by Rensselaer County.

- No substitute products will be accepted unless pre-approved by the Director of the Rensselaer County Bureau of Central Services whose determination as to "or equal" shall be final. Failure to notify and receive approval for substitutions may result in voiding of the contract.

ADDITIONAL BIDDING INFORMATION (Continued)

PRICING: BID PRICING MUST REMAIN FIRM FOR THE SIX (6) MONTH AWARD PERIOD. THE CONTRACT START DATE IS JULY 1, 2026 THROUGH DECEMBER 31, 2026. NO PRICE CHANGES WILL BE ALLOWED DURING THE AWARD PERIOD (See Product Availability, Page 8).

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources or Government Purchasing Cooperatives if pricing is lower than this bid's pricing.

SUBSTITUTIONS: Where bidders substitute products they feel are "equal" to that specified in the bid, they must be prepared to provide detailed product information. During the evaluation period and prior to award, where, in the opinion of the Director of Central Services, substitute brands and products do not meet or exceed specifications, the following process may be followed to ensure compliance:

The bidder will be informed that the County will not accept the bidder's product as an "equal to" substitute and the bidder may be given one opportunity to provide a product at the bid unit price, which does meet or exceed specifications. If the bidder cannot provide a substitute that meets Rensselaer County's specifications at the bid unit price, the bid will be disqualified and the award will be made to the bidder with next lowest net aggregate total meeting Rensselaer County specifications.

PACKAGING/LABELING: Products awarded under this contract(s) shall be packaged/delivered in cases/packaging which clearly describes the contents by Mfg./Product ID#, weight/size where applicable and number of items within the case/package.

Any variations in packaging, size or quantities specified for each bid item must be clearly noted on the Official Bid Form. It is the vendor's responsibility to provide an accurate conversion of packaging. Vendors must list their current Unit Prices in the Unit Price Column any conversions shall be applied to the Estimated Quantity listed in the Estimated Quantity Column. Prices listed shall be calculated to 2 decimal places only. Failure to clearly note such variations may result in rejection of the bid.

SAMPLES: Bidders must be prepared to deliver selected bid items for inspection of quality and ingredients within seven (7) calendar days following notification by the Bureau of Central Services. Failure to supply the required samples and/or information within the specified time may result in disqualification of the bid. *Unless notified otherwise*, samples must be delivered to the Rensselaer County Bureau of Central Services, 99 Troy Road, East Greenbush, New York 12061.

ORDERING/DELIVERY: Orders for bid items and subsequent payment shall be in accordance with Rensselaer County Purchasing Procedures and accounting practices. Individual departments shall forward purchase order(s) for bid items to the successful vendor(s) on an as-needed basis or using a monthly blanket purchase order, whichever is in the best interest of the department. The vendor(s) shall deliver those items to the department identified on the Purchase order and invoice that same department. Vendor(s) may not combine departments into one account and, for purposes of delivery and subsequent invoicing / payment, shall deal with each department as a separate account.

Deliveries that do not identify the specific department that has placed the order may be returned to the vendor(s) at the vendor's expense. There shall be no penalty to Rensselaer County for expenses incurred due to incorrectly addressed deliveries. Any vendor who delivers items which are not ordered, or who duplicates or overship items, does so entirely at the vendors own expense. Such shipments will be at no cost or responsibility to Rensselaer County.

ADDITIONAL BIDDING INFORMATION (Continued)

ORDERING/DELIVERY Continued:
NOTE: Delivery shall be made within ten (10) calendar days of vendor's receipt of the purchase order. Departments that choose to use a monthly blanket purchase order should receive delivery within 10 (calendar) days from the date their order(s) are placed. It is the vendors responsibility to contact the "ordering department" to advise them if an item(s) ordered will be delayed and the item(s) must be included in the department's next shipment and delivered at the vendor's cost with no additional delivery charge. Repeated, delayed or partial deliveries shall be interpreted as failure to meet contractual obligation and may constitute cause for cancellation of the Contract, with thirty (30) days notice by the County to the vendor.

PRICE ADJUSTMENT CLAUSE:

1. In the event verifiable market conditions require the successful bidder to increase bid pricing during the contract period, the bidder must give the Rensselaer County Bureau of Central Services forty-five (45) days written notice of any price increase. Rensselaer County reserves the right to require additional justification of any price increases. No increase in price will be allowed within the first one hundred and ten (110) days of the contract.
2. Proof of the need for an increase must accompany the notice in the form of actual manufacturer invoices to the distributor showing the increased product cost. The increase accepted by the Rensselaer County Bureau of Central Services shall not exceed said amount.
3. Upon receipt of written notice, the Rensselaer County Bureau of Central Services may accept the price increase or conduct a new bid at the discretion of the Rensselaer County Bureau of Central Services.
4. Under no circumstances will a price increase be accepted without forty-five (45) days written notice.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46.

QUALITY OF SERVICE: Rensselaer County Departments participating in this bid shall follow the process outlined below in reference to: incorrect orders, receipt of orders past the ten (10) calendar days, billing issues, etc. Where issues are not satisfactorily resolved within a reasonable period of time after verbal communication to the vendor, the following escalation process will be followed:

A. The Department notifies the vendor in writing and describes the problem(s).

B. If the problem(s) are not corrected, the Department again notifies the vendor in writing and describes the problem(s).

If the problem(s) are still not corrected, the Department will provide the Bureau of Central Services (via email or inter-office mail) the documentation of their communications with the vendor and the Director or Deputy Director of the Bureau of Central Services will advise the vendor – in writing – that the problem has not been corrected and must be corrected immediately or the contract with the vendor will be canceled without penalty to the County.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
1	Bags, Paper, Brown, Extra-Heavy Duty, (Duo 71005 / 5# Kraft Bulwark 400/Bale (BL)		bale		x	208	=	
2	Bags, Paper, Brown, Extra-Heavy Duty, (Duo 71010 / 10 #, Kraft Bulwark 400/Bale (BL)		bale		x	8	=	
3	Cups, portion, paper, individual, (Genpak GENF125 1-7/8 Inch Top dia, 1.25 oz, White; 250/Sleeve, 20 Sleeve/cs)		cs		x	3	=	
4	Cups, cold drink, paper w/wax coating, 5 oz, 2500/cs (Graphic Packging INPDMR0050CHM)		cs		x	50	=	
5	Cups, cold drink, paper w/wax coating, Solo R9N-J8000 Symphony 9 oz. Wax Treated Paper Cold Cup - 100/Pack - **Used by VRM Nursing Home**		cs		x	73	=	
6	Cups, single sided poly paper hot cup, 8oz white (Solo 378W-2050 1000 per cs)		cs		x	300	=	
7	Lid, Lift back & lock tear tab polystyrene cup lid, 3.3" round white (Solo LB3081-00007, 1000 per cs)		cs		x	185	=	
8	Cups, 3/4 oz. Souffle-Paper (Genpak, GENF075 20/250 cs)		cs		x	30	=	
9	Cup, 4 oz Souffle-Plastic (Solo SLOP400 / 2500 cs)		cs		x	65	=	
10	Lid, 4 oz Souffle-Plastic (Solo SLOPL4 / 2500 cs)		cs		x	60	=	
11	Cup, 2oz Souffle-plastic (Solo SLOB200 / 2500 cs)		cs		x	55	=	
12	Lid, 2oz Souffle-plastic (Solo SLOPL2 / 2500 cs)		cs		x	55	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
13	Cup, 5oz plastic, cold (beverage/drinking) (Fabri-Kal RK5 25/100/2500 cs)		cs		x	9	=	
14	Lid, 5oz plastic, cold - non-vented lid (beverage/drinking) (Fabri-Kal L5NV 25/100/2500 cs)		cs		x	9	=	
15	Hot / Cold Cup polycoated paper with Lid, 8 oz (Huhtamaki 7048 Mfr# 70408 250 ct)		cs		x	58	=	
16	Cups, 5.5 oz Souffle - Plastic - Clear (Fabri-Kal 9500518) - **Used by VRM Nursing Home**		cs		x	26	=	
17	Lid, 5.5 oz Souffle - Plastic - Clear (Fabri-Kal 9505084 - **Used by VRM Nursing Home**		cs		x	26	=	
18	Hats, Paper, "Over-seas" style, white, disposable, adj. (Kestone KS-100 W/10/100 / 1000 cs)		cs		x	11	=	
19	Disposable Beard Covers, White, 100/pk, 10/pk/ct per case (Jueya Medical #JY032)		cs		x	1	=	
20	Napkins, table, paper, quarter fold, approx. 11"x13" (Morcon MOR1250MS 12/500 / 6000 cs)		cs		x	30	=	
21	Napkins, dinner, two-ply, white, 1/8 fold, (Morcon MOR3466 20/150 / 3000 cs)		cs		x	185	=	
22	Napkins, dinner, two-ply, red (Hoffmaster HOF6023D11 / 8-125-1000 cs)		cs		x	7	=	
23	Napkins, dinner, two-ply, Navy blue (Hoffmaster HOF602D22 / 8-125-1000 cs)		cs		x	3	=	

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PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
24	Napkins, dinner, two-ply, Gold (Hoffmaster HOF602D40 / 8-125-1000 cs)		cs		x	2	=	
25	Napkins, dinner, two-ply, Orchid (Hoffmaster HOF020539 / 8-125-1000 cs)		cs		x	2	=	
26	Napkins, dinner, two-ply, Green (Hoffmaster HOF602D37 / 8-125-1000 cs)		cs		x	9	=	
27	Napkins, dinner, two-ply, Yellow (Hoffmaster HOF020540 / 8-125-1000 cs)		cs		x	5	=	
28	Napkins, dinner, two-ply, Orange (Hoffmaster HOF020508 / 8-125-1000 cs)		cs		x	3	=	
29	Napkins, dinner, two-ply, 15" x 17" 1/8 fold Holiday Ornaments pattern (Hoffmaster HOF831218 4/250 / 1000 per cs)		cs		x	3	=	
30	Non-bleeding! Disposable, paper placemats, white, anniversary, plain edge (Hoffmaster / 601SE1014 / 1000 cs)		cs		x	25	=	
31	Place mats, paper, 9-1/2" W x 13-1/2"L. Asst. Colors (Hoffmaster / Asst. # / 1000 cs)		cs		x	151	=	
32	Plates 9", paper, stiff, plastic coated, (Aspen ASP121005 / 1200 per case) * Medium Weight		cs		x	64	=	
33	Plates, 6" paper standard (Aspen ASP10106/ 1000 per cs)		cs		x	15	=	
34	Heavy weight plate, 9 inch, paper (Solo HW9S-J8001, 500 per cs)		cs		x	111	=	

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
35	Medium weight plate, 6 inch, polycoated paper (Solo MP6-J8001, 125/bag - 8 bags per case)		cs		x	20	=	
36	Double sided polycoated paper squat vented food container with lid, 8 oz. round, symphony (Solo KHSB8A-J8000 250 per cs)		cs		x	62	=	
37	Secure seal rectangular hinged container (Genpak GENAD08 UPC 020648/49084 200 per cs)		cs		x	10	=	
38	Dart 3 piece white compartment Impact Plastic Plate (Dart, 10CPWF 10 1/4", 500 per cs)		cs		x	24	=	
39	Portion Pack, paper, individual (Papercon 050475 24/1000 per case)		cs		x	1	=	
40	Table cover, white 72" x 72", two-ply tissue-one-ply poly (Hoffmaster HOF210066 / 25 per case)		cs		x	10	=	
41	Table cover, asst. colors, 54" x 54", two-ply tissue-one ply poly (Hoffmaster HOF2204 50/cs - H.Green, Red, Navy, Jade)		cs		x	8	=	
42	Disposable wiping towel, food service type, (Chicopee / 8506 / 900 cs)		cs		x	236	=	
43	Towels, paper roll, perforated (Cascades CAS4073A1 2-ply 9" x 11" sheet - 85 sheet roll / 30 per cs)		cs		x	180	=	
44	Plastic food storage container, 1-quart (Fabri-Kal PK32TC 500 per case)		cs		x	50	=	
45	Plastic food storage 1-quart container lid (Fabri-Kal PPLID 10/50 per case)		cs		x	50	=	
46	Container, regular clear hinged lid, deli style **(Pactiv (preferred by Dept of Aging)** PACYCI86024 7-1/2 x 6-1/2 x 2-1/2, 24 oz, 200/cs)		cs		x	10	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
47	Container, regular clear hinged lid, deli style **(Pactiv (Preferred by Dept of Aging)** PACYCI81050 5-1/4 x 5-1/4 x 2-1/2, 12 oz, 375/cs)		cs		x	10	=	
48	Harvest 3 Compartment Large Fiber Food Container, 9x9, (Genpak GENHF203 200 per cs)		cs		x	325	=	
49	Forks, white plastic, medium weight, (NP & PC NPP406010 / 1000 cs)		cs		x	110	=	
50	Knives, white plastic, medium weight, (NP & PC NPP406017 / 1000 cs)		cs		x	110	=	
51	Spoons, white plastic, medium weight, (NP & PC NPP406014 / 1000 cs)		cs		x	128	=	
52	Forks, white plastic, heavy weight, (NP & PC NPP406028 / 1000 per case)		cs		x	102	=	
53	Knives, white plastic, heavy weight, (NP & PC NPP406037 / 1000 per case)		cs		x	102	=	
54	Spoons, white plastic, heavy weight, (NP & PC NPP406034 / 1000 per case)		cs		x	102	=	
55	Sporks, white plastic, medium weight, (NP & PC NPP406013 / 1000 cs)		cs		x	300	=	
56	Disposable, **heavy duty** weight, fork, knife, spoon, napkin kit (250 per cs **Used by Sr. Centers**)		cs		x	8	=	
57	Silverware bags, plastic (3.75"x10"x1.75" - Foodhandler ISL202 5/1,000 per case)		cs		x	97	=	
58	Plastic coffee stirrers (NP & PC NPP420124 - 1,000/bx, 10 boxes per cs		bx		x	27	=	

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PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
59	Flexible, plastic straws, individually wrapped. (NP & PC NPP420276 25/400 per case)		cs		x	18	=	
60	Food storage plastic film wrap. 12" x 2000' roll, (Western WES122, 12" x 2000' Each)		ea		x	91	=	
61	Food storage plastic film wrap. 18" x 2000' roll, (Western WES182, 18" x 2000' Each)		ea		x	141	=	
62	Plastic sandwich bags. Fold to close. 6.75" x 6.75" (Foodhandler ISL2001 3/2,000 per case)		cs		x	49	=	
63	Aluminum Foil Sheet Cake Pan - Full Size - 240 oz. 25 pans per case (Pactiv 600680)		cs		x	4	=	
64	Aluminum foil, heavy weight for food storage, 18" x 500' roll, (Western WES297, 18" x 500 - Each)		ea		x	125	=	
65	Aluminum foil, standard weight for food storage, 12" x 1000' roll, (Western WES244 / 12" x 1000' - Each)		ea		x	73	=	
66	Pan liners, non-stick, 16-3/8" x 24-3/8" (Bagcraft PPC030001 / 25Q / 1000 cs)		cs		x	34	=	
67	Disposable, heavy duty foil full-size deep, steam table pan (Pactiv PACY6050H / 40 cs)		cs		x	50	=	
68	Aluminum Foil Food Container Lid, Full Size (Durable Packaging 8900-50 , 20-13/16 Inch L x 12-7/8 Inch W; 50 per cs)		cs		x	10	=	
69	Disposable, heavy duty foil half-size deep, steam table pan (Pactiv PACY6132H / 100 cs)		cs		x	38	=	
70	Aluminum Foil Food Container Lid Half size (Durable Packaging 8200-100 , 13 Inch L x 10-9/16 Inch W; 100 per cs)		cs		x	10	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
71	Disposable aprons, full-size bib type with ties, individually wrapped 28" x 36", poly-laminated (A9P) (Magid 400 per case) **Van Rensselaer Manor has suggested Magid and will not accept a product of lesser quality.**		cs		x	14	=	
72	Disposable aprons, full-size bib type, individually wrapped poly white 24" x 42" (Foodhandler ISL250011, 100/pk-10 pk (1,000) per cs)		cs		x	27	=	
73	Hair nets lightweight nylon, brown, (Keystone FDIHN500BR 144 pk-10 pk per cs)		cs		x	33	=	
74	Gloves, poly, disposable, large size (Foodhandler ISL104GB6 / 10 bx/10,000 gloves per case)		cs		x	137	=	
75	Gloves, vinyl, disposable, various sizes (Foodhandler ISL1022, 10/pk-10pk (1,000) per cs)		cs		x	33	=	
76	Duct tape, 2" X 60 Yrd 7.5 Mil, Polyethylene Coated Cloth, Silver, TESA Tape Inc (TSA646130900100 - 24 rolls per cs)		cs		x	8	=	
77	3M Masking Tape, 60 yd L x 0.94 Inch W x 5.1 Mil T, Crepe Paper Backing, Tan (MMM68708 - 36 rolls per case)		cs		x	10	=	
78	3 M Masking Tape, 60 yd L x 1.88 Inch W x 5.1 Mil T, Crepe Paper Backing, Tan (MMM 68710 -24 rolls per case)		cs		x	10	=	

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AGGREGATE NET TOTAL BID AMOUNT $_____

Partial bids WILL NOT be accepted. All items must be bid.
All bid quantities are estimated and the contract shall be for the actual quantities ordered during the award period.
Sign and enclose the Local Law #2 form and the Non-Collusive Bidding Certification form.
Contract Agreement: The specifications detailed herein and the Vendor's signed bid response acknowledged by Rensselaer County's Notice of Award shall constitute the entire agreement between Rensselaer County and the Successful Bidder.

Bidder_____ Fed Tax ID #_____

Address_____

Signature _____ Print Name _____

Date_____ Phone_____ Fax_____ Email_____

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ____/____/____
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED:_____ **DATED:**_____

TITLE:_____ **FIRM:**_____

SUBMIT THIS FORM WITH YOUR BID

RFB-26-16 Vendor List
Paper, Plastic & Associated Food Service Items
Emailed Notice: 4/1/2026

Hill & Markes Wholesale Distributors
P. O. Box 7
1997 St. Hwy. 5S
Amsterdam, New York 12010
Phone: 518-627-4435
Fax: 518-842-1207
Email: info@hillnmarkes.com;
tcole@hillnmarkes.com;
evanalphen@hillnmarkes.com;
ymasi@hillnmarkes.com;
jvannostrand@hillnmarkes.com

W. B. Mason
29 Mill Street
Albany, New York 12204
Phone: 888-926-2766
Cell: 518-361-1011
Fax: 866-236-0084
Email: Christopher.Szczesiul@wbmason.com;
Jenna.kinnicutt@wbmason.com;
jeff.Leland@wbmason.com;
Leanne.wood@wbmason.com

Hummel's Office Supplies
776 Watervliet-Shaker Road
Latham, New York 12110
Phone: 518-356-2480
Fax: 518-783-1504
Email: dbertrand@hummelsop.com
rseefeld@hummelsop.com;
jhayner@hummelsop.com

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

BID TABULATION

'26 APR 28 10:00AM

BID NO.: RFB-26-16

DESCRIPTION: Paper, Plastic & Associated Food Service Items - Rensselaer County Departments

OPENING DATE: Tuesday, 4/28/26

TIME: 10:00 a.m.

VENDOR	NON-COLLUSIVE	LOCAL LAW #2	AMOUNT OF BID
WB Mason	✓	✓	$ 140,279.99
Hummels Office Plus	✓	✓	$ 162,915.30
Hill & Markes	✓	✓	$ 156,915.77

RENSSELAER COUNTY GOVERNMENT CENTER
99 TROY ROAD, EAST GREENBUSH, NEW YORK 12061

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1	Bags, Paper, Brown, Extra-Heavy Duty, (Duo 71005 / 5# Kraft Bulwark 400/Bale (BL)	DUM5BK500	bale	$13.94	x	208	=	$2,899.52
2	Bags, Paper, Brown, Extra-Heavy Duty, (Duo 71010 / 10 #, Kraft Bulwark 400/Bale (BL)	DUM71006	bale	$10.83	x	8	=	$86.64
3	Cups, portion, paper, individual, (Genpak GENF125 1-7/8 Inch Top dia, 1.25 oz, White; 250/Sleeve, 20 Sleeve/cs)	SCC125U	cs	$98.27	x	3	=	$294.81
4	Cups, cold drink, paper w/wax coating, 5 oz, 2500/cs (Graphic Packging INPDMR0050CHM)	CSICCPPRCUP5 *Sold as 3000/CS	cs	$54.66	x	41.667 ~~50~~	=	$2,277.50
5	Cups, cold drink, paper w/wax coating, Solo R9N-J8000 Symphony 9 oz. Wax Treated Paper Cold Cup - 100/Pack - Used by VRM Nursing Home	CSICCPPRCUP9 *Sold as 1000/CS	cs	$28.38	x	7.3 ~~75~~	=	$207.17
6	Cups, single sided poly paper hot cup, 8oz white (Solo 378W-2050 1000 per cs)	CSIHCWHITE8	cs	$28.12	x	300	=	$8,436.00
7	Lid, Lift back & lock tear tab polystyrene cup lid, 3.3" round white (Solo LB3081-00007, 1000 per cs)	CSIHCFLID1024WH	cs	$24.61	x	185	=	$4,552.85
8	Cups, 3/4 oz. Souffle-Paper (Genpak, GENF075 20/250 cs)	SCC100	cs	$40.85	x	30	=	$1,225.50
9	Cup, 4 oz Souffle-Plastic (Solo SLOP400 / 2500 cs)	CSIPORCUP4C	cs	$30.07	x	65	=	$1,954.55
10	Lid, 4 oz Souffle-Plastic (Solo SLOPL4 / 2500 cs)	CSIPORLID3C	cs	$20.13	x	60	=	$1,207.80
11	Cup, 2oz Souffle-plastic (Solo SLOB200 / 2500 cs)	CSIPORCUP2C	cs	$18.54	x	55	=	$1,019.70
12	Lid, 2oz Souffle-plastic (Solo SLOPL2 / 2500 cs)	CSIPORLID2C	cs	$15.40	x	55	=	$847.00

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13	Cup, 5oz plastic, cold (beverage/drinking) (Fabri-Kal RK5 25/100/2500 cs)	CSIPORCUP5C	cs	$36.33	x	9	=	$326.97
14	Lid, 5oz plastic, cold - non-vented lid (beverage/drinking) (Fabri-Kal L5NV 25/100/2500 cs)	CSIPORLID3C	cs	$20.13	x	9	=	$181.17
15	Hot / Cold Cup polycoated paper with Lid, 8 oz (Huhtamaki 7048 Mfr# 70408 250 ct)	CSI8PFC250	cs	$44.56	x	58	=	$2,584.48
16	Cups, 5.5 oz Souffle - Plastic - Clear (Fabri-Kal 9500518) - **Used by VRM Nursing Home**	CSIPORCUP5C	cs	$36.33	x	26	=	$944.58
17	Lid, 5.5 oz Souffle - Plastic - Clear (Fabri-Kal 9505084 - **Used by VRM Nursing Home**	CSIPORLID3C	cs	$20.13	x	26	=	$523.38
18	Hats, Paper, "Over-seas" style, white, disposable, adj. (Kestone KS-100 W/10/100 / 1000 cs)	CALIKS100B	cs	$64.99	x	11	=	$714.89
19	Disposable Beard Covers, White, 100/pk, 10/pk/ct per case (Jueya Medical #JY032)	IMPMBC1000W	cs	$24.89	x	1	=	$24.89
20	Napkins, table, paper, quarter fold, approx. 11"x13" (Morcon MOR1250MS 12/500 / 6000 cs)	SAME	cs	$31.05	x	30	=	$931.50
21	Napkins, dinner, two-ply, white, 1/8 fold, (Morcon MOR3466 20/150 / 3000 cs)	SAME	cs	$27.14	x	185	=	$5,020.90
22	Napkins, dinner, two-ply, red (Hoffmaster HOF6023D11 / 8-125-1000 cs)	HFM180511	cs	$87.15	x	7	=	$610.05
23	Napkins, dinner, two-ply, Navy blue (Hoffmaster HOF602D22 / 8-125-1000 cs)	SAME	cs	$103.99	x	3	=	$311.97

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24	Napkins, dinner, two-ply, Gold (Hoffmaster HOF602D40 / 8-125-1000 cs)	HFM180545	cs	$59.79	x	2	=	$119.58
25	Napkins, dinner, two-ply, Orchid (Hoffmaster HOF020539 / 8-125-1000 cs)	HFM180544	cs	$59.39	x	2	=	$118.78
26	Napkins, dinner, two-ply, Green (Hoffmaster HOF602D37 / 8-125-1000 cs)	HFM180537	cs	$101.07	x	9	=	$909.63
27	Napkins, dinner, two-ply, Yellow (Hoffmaster HOF020540 / 8-125-1000 cs)	HFM602D40	cs	$70.65	x	5	=	$353.25
28	Napkins, dinner, two-ply, Orange (Hoffmaster HOF020508 / 8-125-1000 cs)	HFM180508	cs	$59.39	x	3	=	$178.17
29	Napkins, dinner, two-ply, 15" x 17" 1/8 fold Holiday Ornaments pattern (Hoffmaster HOF831218 4/250 / 1000 per cs)	SAME	cs	$71.14	x	3	=	$213.42
30	Non-bleeding! Disposable, paper placemats, white, anniversary, plain edge (Hoffmaster / 601SE1014 / 1000 cs)	LMILP100	cs	$11.77	x	25	=	$294.25
31	Place mats, paper, 9-1/2" W x 13-1/2"L. Asst. Colors (Hoffmaster / Asst. # / 1000 cs)	HFM30659 / 'CALIHM975MDS24 / HFM310523 / HFM310521 / HFM310522 / HFM310525 / CALIHM975MDS37 / HFM310526	cs	$43.05	x	151	=	$6,500.55
32	Plates 9", paper, stiff, plastic coated, (Aspen ASP121005 / 1200 per case) * Medium Weight	CSIPLATE9C *Sold as 1000/CT	cs	$26.31	x	76.8 ~~64~~	=	$2,020.61
33	Plates, 6" paper standard (Aspen ASP10106/ 1000 per cs)	CSIPLATE6UC	cs	$10.94	x	15	=	$164.10
34	Heavy weight plate, 9 inch, paper (Solo HW9S-J8001, 500 per cs)	CSIPLATE9W	cs	$26.37	x	111	=	$2,927.07

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35	Medium weight plate, 6 inch, polycoated paper (Solo MP6-J8001, 125/bag - 8 bags per case)	CSIPLATE6BIO	cs	$24.82	x	20	=	$496.40
36	Double sided polycoated paper squat vented food container with lid, 8 oz. round, symphony (Solo KHSB8A-J8000 250 per cs)	CSI8PFC250	cs	$44.56	x	62	=	$2,762.72
37	Secure seal rectangular hinged container (Genpak GENAD08 UPC 020648/49084 200 per cs)	BSTFP8 *Sold as 240/CS	cs	$27.79	x	8.333 ~~10~~	=	$231.58
38	Dart 3 piece white compartment Impact Plastic Plate (Dart, 10CPWF 10 1/4", 500 per cs)	FNL17RP10S3PPBK *Sold as 400/CS	cs	$69.15	x	30 ~~24~~	=	$2,074.50
39	Portion Pack, paper, individual (Papercon 050475 24/1000 per case)	SAME	cs	$91.31	x	1	=	$91.31
40	Table cover, white 72" x 72", two-ply tissue-one-ply poly (Hoffmaster HOF210066 / 25 per case)	HFM472W	cs	$80.27	x	10	=	$802.70
41	Table cover, asst. colors, 54" x 54", two-ply tissue-one ply poly (Hoffmaster HOF2204 50/cs - H.Green, Red, Navy, Jade)	HFM220411	cs	$132.33	x	8	=	$1,058.64
42	Disposable wiping towel, food service type, (Chicopee / 8506 / 900 cs)	HOSNF110QCG2 *Sold as 150/CT	cs	$12.24	x	1416 ~~236~~	=	$17,331.84
43	Towels, paper roll, perforated (Cascades CAS4073A1 2-ply 9" x 11" sheet - 85 sheet roll / 30 per cs)	MRC06350	cs	$21.02	x	180	=	$3,783.60
44	Plastic food storage container, 1-quart (Fabri-Kal PK32TC 500 per case)	CSIDELICONT32B *Sold as 480/CS	cs	$49.37	x	52.083 ~~50~~	=	$2,571.35
45	Plastic food storage 1-quart container lid (Fabri-Kal PPLID 10/50 per case)	CSIDELICONTLIDB *Sold as 480/CS	cs	$22.23	x	52.083 ~~50~~	=	$1,157.81
46	Container, regular clear hinged lid, deli style (Pactiv (preferred by Dept of Aging) PACYCI86024 7-1/2 x 6-1/2 x 2-1/2, 24 oz, 200/cs)	BSTFP24	cs	$36.39	x	10	=	$363.90

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m., Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
47	Container, regular clear hinged lid, deli style (Pactiv (Preferred by Dept of Aging) PACYCI81050 5-1/4 x 5-1/4 x 2-1/2, 12 oz, 375/cs)	CSIPETCTR6X6 *Sold as 500/CS	cs	$41.74	x	7.5 ~~10~~	=	$313.05
48	Harvest 3 Compartment Large Fiber Food Container, 9x9, (Genpak GENHF203 200 per cs)	CSI9X9BIO3	cs	$36.35	x	325	=	$11,813.75
49	Forks, white plastic, medium weight, (NP & PC NPP406010 / 1000 cs)	CSIMWPPFORKWH	cs	$5.99	x	110	=	$658.90
50	Knives, white plastic, medium weight, (NP & PC NPP406017 / 1000 cs)	CSIMWPPKNIFEWH	cs	$5.65	x	110	=	$621.50
51	Spoons, white plastic, medium weight, (NP & PC NPP406014 / 1000 cs)	CSIMWPPTEASPWH	cs	$5.68	x	128	=	$727.04
52	Forks, white plastic, heavy weight, (NP & PC NPP406028 / 1000 per case)	CSIHWPPFORKWH	cs	$12.88	x	102	=	$1,313.76
53	Knives, white plastic, heavy weight, (NP & PC NPP406037 / 1000 per case)	CSIHWPPKNIFEWH	cs	$12.63	x	102	=	$1,288.26
54	Spoons, white plastic, heavy weight, (NP & PC NPP406034 / 1000 per case)	CSIHWPPTEASPWH	cs	$12.05	x	102	=	$1,229.10
55	Sporks, white plastic, medium weight, (NP & PC NPP406013 / 1000 cs)	CSIMWPPSPORKWH	cs	$5.94	x	300	=	$1,782.00
56	Disposable, heavy duty weight, fork, knife, spoon, napkin kit (250 per cs Used by Sr. Centers)	CSIMWPPCUTKIT4	cs	$9.59	x	8	=	$76.72
57	Silverware bags, plastic (3.75"x10"x1.75" - Foodhandler ISL202 5/1,000 per case)	IBSPB10 *Sold as 2000/CT	cs	$8.77	x	242.5 ~~97~~	=	$2,126.73
58	Plastic coffee stirrers (NP & PC NPP420124 - 1,000/bx, 10 boxes per cs	CSISTIRRERB5	bx	$9.66	x	27	=	$260.82

OFFICIAL BID FORM

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PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
59	Flexible, plastic straws, individually wrapped. (NP & PC NPP420276 25/400 per case)	CSISTRAW8FLEXWW *Sold as 10000/CS	cs	$42.58	x	21.6 ~~10~~	=	$919.73
60	Food storage plastic film wrap. 12" x 2000' roll, (Western WES122, 12" x 2000' Each)	CSI12X2000FILM	ea	$10.07	x	91	=	$916.37
61	Food storage plastic film wrap. 18" x 2000' roll, (Western WES182, 18" x 2000' Each)	CSI18X2000FILM	ea	$14.98	x	141	=	$2,112.18
62	Plastic sandwich bags. Fold to close. 6.75" x 6.75" (Foodhandler ISL2001 3/2,000 per case)	IBSPB675675 *Sold as 2000/CT	cs	$5.75	x	147 ~~40~~	=	$845.25
63	Aluminum Foil Sheet Cake Pan - Full Size - 240 oz. 25 pans per case (Pactiv 600680)	CSIFLSTEAMFSM *Sold as 50/CS	cs	$47.65	x	2 ~~4~~	=	$95.30
64	Aluminum foil, heavy weight for food storage, 18" x 500' roll, (Western WES297, 18" x 500 - Each)	CSIFL18500HD	ea	$21.24	x	125	=	$2,655.00
65	Aluminum foil, standard weight for food storage, 12" x 1000' roll, (Western WES244 / 12" x 1000' - Each)	CSIFL121000SD	ea	$24.72	x	73	=	$1,804.56
66	Pan liners, non-stick, 16-3/8" x 24-3/8" (Bagcraft PPC030001 / 25Q / 1000 cs)	CCPISVB241638X2438X2	cs	$40.91	x	34	=	$1,390.94
67	Disposable, heavy duty foil full-size deep, steam table pan (Pactiv PACY6050H / 40 cs)	CSIFLSTEAMFSD *Sold as 50/CS	cs	$48.91	x	40 ~~50~~	=	$1,956.40
68	Aluminum Foil Food Container Lid, Full Size (Durable Packaging 8900-50 , 20-13/16 Inch L x 12-7/8 Inch W; 50 per cs)	CSIFLSTEAMFSLID	cs	$21.89	x	10	=	$218.90
69	Disposable, heavy duty foil half-size deep, steam table pan (Pactiv PACY6132H / 100 cs)	CSIFLSTEAMHSD	cs	$30.14	x	38	=	$1,145.32
70	Aluminum Foil Food Container Lid Half size (Durable Packaging 8200-100 , 13 Inch L x 10-9/16 Inch W; 100 per cs)	CSIFLSTEAMHSLID	cs	$18.75	x	10	=	$187.50

OFFICIAL BID FORM

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PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
71	Disposable aprons, full-size bib type with ties, individually wrapped 28" x 36", poly-laminated (A9P) (Magid 400 per case) **Van Rensselaer Manor has suggested Magid and will not accept a product of lesser quality.**	KCC43744 *Sold as 100/CS	cs	$92.05	x	56 ~~14~~	=	$5,154.80
72	Disposable aprons, full-size bib type, individually wrapped poly white 24" x 42" (Foodhandler ISL250011, 100/pk-10 pk (1,000) per cs)	IMPMDP42WI	cs	$59.04	x	27	=	$1,594.08
73	Hair nets lightweight nylon, brown, (Keystone FDIHN500BR 144 pk-10 pk per cs)	IMPMN221440BR	cs	$90.82	x	33	=	$2,997.06
74	Gloves, poly, disposable, large size (Foodhandler ISL104GB6 / 10 bx/10,000 gloves per case)	NWLPLYPFGL *Sold as 500/BX	BX ~~cs~~	$2.97	x	2740 ~~137~~	=	$8,137.80
75	Gloves, vinyl, disposable, various sizes (Foodhandler ISL1022, 10/pk-10pk (1,000) per cs)	NWLVGPCPFGS / NWLVGPCPFGM / NWLVGPCPFGL / NWLVGPCPFGXL	cs	$19.42	x	33	=	$640.86
76	Duct tape, 2" X 60 Yrd 7.5 Mil, Polyethylene Coated Cloth, Silver, TESA Tape Inc (TSA646130900100 - 24 rolls per cs)	IPG83689	cs	$122.99	x	8	=	$983.92
77	3M Masking Tape, 60 yd L x 0.94 Inch W x 5.1 Mil T, Crepe Paper Backing, Tan (MMM68708 - 36 rolls per case)	WBMTMGP160 *Sold as 6/PK	PK ~~cs~~	$4.46	x	60 ~~10~~	=	$267.60
78	3 M Masking Tape, 60 yd L x 1.88 Inch W x 5.1 Mil T, Crepe Paper Backing, Tan (MMM 68710 -24 rolls per case)	WBMTMGP260 *Sold as 3/PK	PK ~~cs~~	$4.19	x	80 ~~10~~	=	$335.20

OFFICIAL BID FORM

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PAPER, PLASTIC, FOIL AND ASSOCIATED FOOD SERVICE ITEMS

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM

AGGREGATE NET TOTAL BID AMOUNT $ $140,279.99

Partial bids WILL NOT be accepted. All items must be bid.
All bid quantities are estimated and the contract shall be for the actual quantities ordered during the award period.
Sign and enclose the Local Law #2 form and the Non-Collusive Bidding Certification form.
Contract Agreement: The specifications detailed herein and the Vendor's signed bid response acknowledged by Rensselaer County's Notice of Award shall constitute the entire agreement between Rensselaer County and the Successful Bidder.

Bidder W.B. Mason Co., Inc. Fed Tax ID # 04-2455641

Address 29 Mill St Albany NY 12204

Signature Jenna Kinnicutt Print Name Jenna Kinnicutt

Date 4/28/26 Phone 888-926-2766 Fax _____ Email jenna.kinnicutt@wbmason.com

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

WB Mason
(Name of Vendor/Company)

Jenna Kinnicutt - sales manager
(Person authorized to sign & Title)

29 Mill St
(Street or Box Number)

Albany, NY 12204
(City, State, Zip Code)

Jenna Kinnicutt
(Authorized Signature)

4/28/26
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED: Joe Fu Cutt DATED: 4/28/26

TITLE: Sales manager FIRM: WB Mason

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/8

RESOLUTION AUTHORIZING A CONTRACT FOR CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND MISCELLANEOUS JANITORIAL SUPPLIES FOR RENSSELAER COUNTY DEPARTMENTS – BUREAU OF CENTRAL SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Budget provides appropriations for the purchase of Cleaning Products, Chemicals, Solutions and Miscellaneous Janitorial Supplies and following evaluation of bids submitted in response to RFB-26-17, award is recommended to the below-listed vendor based upon the lowest aggregate net total bid meeting specifications:

DESCRIPTION	VENDOR	ESTIMATED AMOUNT OF CONTRACT
RFB-26-17 Products, Chemicals, Solutions and Miscellaneous Janitorial Supplies	WB Mason, 29 Mill Street, Albany, NY 12204	$155,334.18

; and

WHEREAS, The contract period will be effective for a six (6) month period effective July 1, 2026 through December 31, 2026; now, therefore, be it

RESOLVED, That purchases based upon RFB-26-17 shall not exceed appropriations within the applicable Budget codes for the various Departments utilizing the above-described contract; and, be it further

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for said vendor.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__X_____ P Resolution:_____

Title of Legislation: RFB-26-17 Cleaning Products, Chemicals, Solutions and Miscellaneous Janitorial Supplies for Rensselaer County Departmens – Bureau of Central Services

Requested by: Bureau of Central Services

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$__Unknown_____ current year
$_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):__Could be federal, state, bonding and tax levy._____

   a) For federal funding: amount $_Unknown_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_Unknown___ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_Unknown_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_Unknown__ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No ___X_____

4) Length of expense or project (one time only, ongoing, etc.):__7/1/26 through 12/31/26

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:_ This is a 6-month Bi-Annual Bid. County Departments utilize this bid for the purchase of Cleaning Products, Chemicals, Solutions and Miscellaneous Janitorial Supplies. The exact expenditures are unknown as BOCS is unaware of departmental cleaning products needs. The Bid ensures that County Departments follow procurement policy and are receiving best value for their cleaning product purchases.

Department Head

JAMES R. GORDON, DIRECTOR
BUREAU OF CENTRAL SERVICES

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND JANITORIAL SUPPLIES

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud. All items must be bid in order to be considered a responsive bid – partial bids will not be accepted. Please refer to Page 2: General Bidding Information: #6 Location requirements. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein. Interested Bidders may obtain bid specification and bid proposal forms, on-line at https://www.rensco.com/Bids.aspx, or on BidNet Direct, Empire State Purchasing Group, https://www.bidnetdirect.com/new-york/rensselaercounty. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: March 31, 2026
Bid No.: RFB-26-17

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:

	White	- Bid Invitation
	Blue	- Bidder Information
	Green	- Bid Specifications
(COMPLETE & RETURN) →	White	- Official Bid form
(COMPLETE & RETURN) →	White	- Certification of Compliance: Local Law #2
(COMPLETE & RETURN) →	White	- Non-Collusive Practices Statement
(COMPLETE & RETURN) →	Gold	- Official Bid Return Envelope (If Bid mailed to companies)

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.

4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)

5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.

6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

   LOCATION: Rensselaer County requires the awarded Vendor providing the service to have an office location be within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061 or that the awarded Vendor has an additional office location within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

   Acceptable forms of proof of a local office as required by this bid include, but are not limited to:
   - A fully executed lease, sublease, or written use agreement for the claimed location;
   - A property deed or utility bill in the company's name for the claimed address;
   - A certificate of occupancy, local business license, or contractor's license listing the local address;
   - An insurance certificate or other official documentation confirming the business operates at the claimed address.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**

   RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. VOID AFTER 90 DAY CHECKS ARE UNACCEPTABLE AS BID SURETY. CASH IS NOT ACCEPTABLE. The surety instrument shall be in the amount of Zero ($0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.

11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.

12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

    The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

    The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.

14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

    Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.

16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.

17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

    No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not be Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. CONDITIONS AND CONTINGENCIES: In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.

19. "OR EQUALS": Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.

20. ALTERNATE BIDS: Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.

21. "HOLD HARMLESS AGREEMENT" (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."

22. RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93): Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever 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..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. PREVENTION OF DELAY (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any away cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE: In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:
- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:
- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:

- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
- **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
- To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
- To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
- To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
- To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

County of Rensselaer
Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal Injury and Advertising Liability
$1,000,000	Each Occurrence
$ 500,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Rensselaer County Government Center
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer
Insurance Requirements (Cont'd)

F. Umbrella Liability

Limit of Liability (minimum limits)
$2,000,000 each occurrence / $2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

A) A description of the work and contract authorization number.

B) Reference to any special endorsements restricting standard policy coverage.

C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.

D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

NOTIFICATION

Rensselaer County has been advised that Safety Data Sheets (SDS) shall be kept on file for any contract related to Chemicals, Chemical Compounds, Chemical Mixtures and Hazardous products.

Upon Notification of Award – the Vendor is required to **electronically** submit to the Bureau of Central Services Safety Data Sheets for each item listed on the Official Bid Form pertaining to Chemicals, Chemical Compounds, Chemical Mixtures and Hazardous products. The email address for the Bureau of Central Services is purchasing@rensco.com.

The coinciding Bid Item Number (#) shall be listed at the top of each Safety Data Sheet. Please do not scan the Safety Data Sheets as one entire document. Each Safety Data Sheet shall be saved separately, clearly labeled, and if possible, transmitted in one (1) email and sent to the Bureau of Central Services at purchasing@renso.com.

ADDITIONAL BIDDING INFORMATION

AWARD BASIS: The contract will be awarded to the Bidder with the lowest aggregate net total bid meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. All items must be bid in order to be considered a responsive bid. Rensselaer County reserves the right to reject any and all bids received, waive any informalities, re-bid, if necessary, when it appears to be in the County's best interest.

AWARD PERIOD: This is a six (6) month bid. The estimated contract date shall be effective from July 1, 2026 through December 31, 2026 (See Pricing, Page 10).

BID PROPOSALS: Rensselaer County may choose to reject Bid(s) from a Vendor with documented past poor performance with Rensselaer County or other Political Subdivisions.

BID SURETY: No bid surety is required.

PARTIAL BIDS: Partial bids WILL NOT be accepted. In order to be considered a responsive bid, Bidders must submit pricing for all items listed on the Official Bid Form.

ESTIMATED BID QUANTITIES: All bid quantities listed are estimated and the contract shall be for the actual quantities ordered during the award period.

MANUFACTURER'S NAMES / PRODUCT CODES: Manufacturers names are given for descriptive purposes, to provide a standard of quality and/or performance and are not intended to restrict competition. Bidders must specify the brand name and product code number of the product they are bidding in the space next to each bid item unless they are providing the product specified by the County on the Official Bid Form. If the specified brand cannot be provided, the bidder must substitute a brand of equal or greater quality. Please note on the Official Bid Form: The Manufacturer Name is "Suggested" and "Product Code" listed may not be the most recent product code. Failure to provide the above information in a legible format may result in disqualification of your bid.

PRODUCT AVAILABILITY: Items awarded to a Vendor must be available for the duration of the specified bid period. Rensselaer County may choose to cancel awarded contracts with Vendors who have an excessive amount of back-orders.

If an awarded item is discontinued or becomes unavailable to the vendor for some other reason, the Bureau of Central Services must be notified in writing, on the company's letterhead and signed by the authorized vendor representative prior to any substitution. If the vendor is offering a substitution, the letter must include the following:

- Manufacturer ingredients information, the new product number, packaging size and unit information to facilitate accurate ordering. Confirmation that the unit price for an equivalent quantity of the substitution will be the same unit price as originally bid, and that the substitution is of equivalent or better quality and function than the original.

- If no substitution is available, items that have to be re-awarded will be purchased from the next lowest bidder or an alternate source, if necessary, and the cost difference will be billed back to the original awarded vendor for the remainder of the bid period. Vendors "dropping" or not supplying products during the specified bid term may forfeit future bid awards by Rensselaer County.

- No substitute products will be accepted unless pre-approved by the Director of the Rensselaer County Bureau of Central Services whose determination as to "or equal" shall be final. Failure to notify and receive approval for substitutions may result in voiding of the contract.

ADDITIONAL BIDDING INFORMATION (Continued)

PRICING: BID PRICING MUST REMAIN FIRM FOR THE SIX (6) MONTH AWARD PERIOD. THE ESTIMATED CONTRACT START DATE IS JULY 1, 2026 TRHOUGH DECEMBER 31, 2026. NO PRICE CHANGES WILL BE ALLOWED DURING THE AWARD PERIOD (See Product Availability, Page 9).

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources or Government Purchasing Cooperatives if pricing is lower than this bid's pricing.

SUBSTITUTIONS: Where bidders substitute products they feel are "equal" to that specified in the bid, they must be prepared to provide detailed product information. During the evaluation period and prior to award, where, in the opinion of the Director of Central Services, substitute brands and products do not meet or exceed specifications, the following process may be followed to ensure compliance:

The bidder will be informed that the County will not accept the bidder's product as an "equal to" substitute and the bidder may be given one opportunity to provide a product at the bid unit price, which does meet or exceed specifications. If the bidder cannot provide a substitute that meets Rensselaer County's specifications at the bid unit price, the bid will be disqualified and the award will be made to the bidder with next lowest net aggregate total meeting Rensselaer County specifications.

PACKAGING/LABELING: Products awarded under this contract(s) shall be packaged/delivered in cases/packaging which clearly describes the contents by Mfg./Product ID#, weight/size where applicable and number of items within the case/package.

Any variations in packaging, size or quantities specified for each bid item must be clearly noted on the Official Bid Form. It is the vendor's responsibility to provide an accurate conversion of packaging. Vendors must list their current Unit Prices in the Unit Price Column any conversions shall be applied to the Estimated Quantity listed in the Estimated Quantity Column. Prices listed shall be calculated to 2 decimal places only. Failure to clearly note such variations may result in rejection of the bid.

SAMPLES: Bidders must be prepared to deliver selected bid items – to the requesting Departments - for inspection of quality and ingredients within seven (7) calendar days following notification by the Bureau of Central Services. Failure to supply the required samples and/or information within the specified time may result in disqualification of the bid.

ORDERING/DELIVERY: Orders for bid items and subsequent payment shall be in accordance with Rensselaer County Purchasing Procedures and accounting practices. Individual departments shall forward purchase order(s) for bid items to the successful vendor(s) on an as-needed basis or using a monthly blanket purchase order, whichever is in the best interest of the department. The vendor(s) shall deliver those items to the department identified on the Purchase order and invoice that same department. Vendor(s) may not combine departments into one account and, for purposes of delivery and subsequent invoicing / payment, shall deal with each department as a separate account.

Deliveries that do not identify the specific department that has placed the order may be returned to the vendor(s) at the vendor's expense. There shall be no penalty to Rensselaer County for expenses incurred due to incorrectly addressed deliveries. Any vendor who delivers items which are not ordered, or who duplicates or overship items, does so entirely at the vendors own expense. Such shipments will be at no cost or responsibility to Rensselaer County.

ADDITIONAL BIDDING INFORMATION (Continued)

ORDERING/DELIVERY Continued:
NOTE: Delivery shall be made within ten (10) calendar days of vendor's receipt of the purchase order. Departments that choose to use a monthly blanket purchase order should receive delivery within 10 (calendar) days from the date their order(s) are placed. It is the vendors responsibility to contact the "ordering department" to advise them if an item(s) ordered will be delayed and the item(s) must be included in the department's next shipment and delivered at the vendor's cost with no additional delivery charge. Repeated, delayed or partial deliveries shall be interpreted as failure to meet contractual obligation and may constitute cause for cancellation of the Contract, with thirty (30) days notice by the County to the vendor.

PRICE ADJUSTMENT CLAUSE:

1. In the event verifiable market conditions require the successful bidder to increase bid pricing during the contract period, the bidder must give the Rensselaer County Bureau of Central Services forty-five (45) days written notice of any price increase. Rensselaer County reserves the right to require additional justification of any price increases. No increase in price will be allowed within the first one hundred and ten (110) days of the contract.
2. Proof of the need for an increase must accompany the notice in the form of actual manufacturer invoices to the distributor showing the increased product cost. The increase accepted by the Rensselaer County Bureau of Central Services shall not exceed said amount.
3. Upon receipt of written notice, the Rensselaer County Bureau of Central Services may accept the price increase or conduct a new bid at the discretion of the Rensselaer County Bureau of Central Services.
4. Under no circumstances will a price increase be accepted without forty-five (45) days written notice.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46.

QUALITY OF SERVICE: Rensselaer County Departments participating in this bid shall follow the process outlined below in reference to: incorrect orders, receipt of orders past the ten (10) calendar days, billing issues, etc. Where issues are not satisfactorily resolved within a reasonable period of time after verbal communication to the vendor, the following escalation process will be followed:

A. The Department notifies the vendor in writing and describes the problem(s).

B. If the problem(s) are not corrected, the Department again notifies the vendor in writing and describes the problem(s).

If the problem(s) are still not corrected, the Department will provide the Bureau of Central Services (via email or inter-office mail) the documentation of their communications with the vendor and the Director or Deputy Director of the Bureau of Central Services will advise the vendor – in writing – that the problem has not been corrected and must be corrected immediately or the contract with the vendor will be canceled without penalty to the County.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m. Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND MISCELLANEOUS JANITORIAL SUPPLIES

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
1	Absorbent Compound, for liquid, grease and oil spills (Moltan EPM8440 40# Bag)		bag		x	5	=	
2	Alcohol Prep Pads (Dynarex 70% Strength Isopropyl Alcohol Individial Pk, Medium, Sterile pad, skin prep (100/bx, 20bx per cs)		cs		x	6	=	
3	Automobile soap, powdered, for washing vehicles (Simoniz SMZS3580050 50# drum)		drum		x	10	=	
4	Bleach, laundry strength (Pure Bright LAGBLEACH6, 6/1 gal per cs)		cs		x	93	=	
5	Chlorine cleansing powder, use on sink stains/ceramic/linoleum (Bab-O w/ bleach CAL752088, 24/21 oz per cs)		cs		x	15	=	
6	Cleaner, Industrial, all-purpose heavy duty for use on concrete floors, commercial kitchens (Simoniz Butyl SMZB0320004, 4/1 gal per cs)		cs		x	8	=	
7	Floor cleaner, neutral, damp mop (Simoniz one shot SMZB0320004 5 gallon pail)		pail		x	8	=	
8	Cleaner, All-purpose (Simoniz Pine Kleen SMZP2668004 4/1 gal per cs)		cs		x	8	=	
9	Cleaner, glass, aerosol (Claire CLRCS230 12/19 oz per cs)		cs		x	24	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
10	Cleaner, hand, with pumice (Go-Jo #1135 6/4lbs per cs)		cs		x	9	=	
11	Cleaner, Oven for ovens and greasy surfaces (Claire CRLCS233 12/18 oz per cs)		cs		x	2	=	
12	Cleaner,Oven for ovens and greasy surfaces (Simoniz Oven & Grill SMZG1380004, 4/1gal per cs)		cs		x	17	=	
13	Cleaner, Pump spray, heavy duty, cleaner and degreaser (Simoniz Kleen spray SMX5344032 12 qt per cs)		cs		x	11	=	
14	Cleaner, powdered all purpose (P&G Spic and Span 12/27 oz per cs)		cs		x	3	=	
15	Cleaner, stainless steel, aerosol for cleaning and polishing (Chase 12/18 oz per cs) MUST BE "Water Base" (for NSF)		cs		x	4	=	
16	Soft N' Creamy Deodorizing Crème Cleanser, (32 oz 12/cs NCL172545 **Used by Jail**)		cs		x	1	=	
17	Cleaner, toilet bowl, low acid, germicidal, for toilet and bath room tile (Simoniz flush away SMZF1175012, 12 qt per cs)		cs		x	43	=	
18	Clorox Disinfecting Wipes - Fresh Scent (CLX15949 6/75-CT per cs)		cs		x	149	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
19	Drain cleaner and maintainer (Simoniz open up SMZ02449012, 12 qt per cs)		cs		x	26	=	
20	Dishwashing Liquid, Hand, for pots and pans, .25 oz per gal, Dilution Ration 1-2 oz per 10 gal (Simoniz SMZP2705004, 4/1 gal per cs)		cs		x	56	=	
21	Dishwashing Soap (Simoniz soft suds SMZS3350012, 12/32 oz per cs)		cs		x	15	=	
22	Air Neutralizer Refill Cartridges, Rubbermaid Microburst 3000 - Fresh Linen Deodorizer (12 refills per case FG4012551)		cs		x	12	=	
23	Deodorizer, aerosol, disinfectant, air freshner (Claire CLRCS238, 12/15.5 oz per cs)		cs		x	32	=	
24	Airlift Scentre Cabinet (Nilodor NIL03190)		ea		x	4	=	
25	Scentre Fresh Scent Cartridge (Spartan Item No. 315-0306012, 6 per box)		bx		x	2	=	
26	Deodorant blocks, round, for urinals (Nilodor NIL1000 12/3 oz per bx)		bx		x	49	=	
27	Disinfectant, pine oil (Simoniz SMZQ3013004, 4 gal per cs)		cs		x	28	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
28	Dust mop spray, aerosol (Claire CLRCS228, 12/17 oz per cs)		cs		x	5	=	
29	Polish, furniture, aerosol, spray wax w/lemon scent (Claire CLRCS232, 12/17 oz per cs)		cs		x	5	=	
30	Hand sanitizer, gel, bag-in-box 12/800mL/cs (Kutol KUT5666)		cs		x	15	=	
31	Hand sanitizer dispenser (Kutol bag-in-box KUT9950ZPL)		ea		x	14	=	
32	Soap, hand, foam skin cleaner with moisturizers (kimberly clark, SF-91552, 1 liter (33.8 fl oz) - 6 per cs		cs		x	30	=	
33	Soap, hand, foam dispensers for dispensing foam in restrooms (Kimberly Clark, SF-92144 White Manual Skin Care Dispenser)		ea		x	6	=	
34	Soap, hand, liquid, concentrated, use in dispensers (Simoniz think pink SMZST1075004, 4 gal per cs)		cs		x	37	=	
35	Soap, liquid dispensers, for dispensing soap in restrooms (Gray, 46 oz Impact IMP9345)		ea		x	6	=	
36	Soap, antibacterial (Simoniz pearl white SMZP2573004, 4/1 gal per cs)		cs		x	43	=	

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CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND MISCELLANEOUS JANITORIAL SUPPLIES

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
37	Soap, small bars, hand, no additives, unwrapped (Bradford BSWHMS2003, 200/3 oz per cs)		cs		x	103	=	
38	Soap, hand, for patients with senstitive skin (Dove DIV161424, 48/3.15 oz per cs)		cs		x	10	=	
39	Steam Cleaner Chemical, industrial strength, high pressure steam cleaning system (Simoniz film fyter SMZF114055, 55 gal drum)		drum		x	5	=	
40	Wax, spray buff (Simoniz floor buff SMZCS0725004, 4/1 gal per cs)		cs		x	13	=	
41	Wax, floor, ultra high speed (Simoniz finish first SMZCS0655005, 5 gal pail)		pail		x	13	=	
42	Wax, floor Institutional, tile floors, 2,500-3,000 sq/ft/gal (Simoniz premier SMZCS0650005, 5 gal pail)		pail		x	3	=	
43	Wax Stripper, Industrial, Dilution: Stripping 6/12 oz/gal; Cleaning 2-4 oz/gal (Simoniz z-strip SMZZ4564004, 4/1 gal per cs)		cs		x	13	=	
44	Windshield washer solvent, w/antifreeze year round use (Crown CRW08000, 6/1 gal per cs)		cs		x	18	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
45	Wash N' Shine High Performing Vehicle Detergent (**Simoniz** 4 / 1 gal per cs W4210004 **Used Jail**)		cs		x	2	=	
46	Deodorizing Urinal Screen (Impact IMP149195, 12 per bx)		bx		x	29	=	
47	Floor sealer and conditioner (Simoniz super sealer SMZCS0700005, 5 gal pail)		pail		x	14	=	
48	Detergent concentrate, lemon scented (Simoniz one shot SMZ02445004, 4/1 gal per cs)		cs		x	27	=	
49	Broom, nylon push, coarse, **with handle** 18" (Continental CONF004118, M101060-each)		ea		x	31	=	
50	Broom, nylon push, fine, with handle 18" (Continental CONF00211, M101060-each)		ea		x	29	=	
51	Broom, nylon push, coarse, with handle 24" (Continental CONF004124, M101060-each)		ea		x	18	=	
52	Broom, nylon push, coarse, with handle 36" (Continental CONF006036, M101060-each)		ea		x	18	=	
53	Broom handles, push, 60" metal thread hand (Continental CONM104060-each)		ea		x	20	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
54	Thredded Wood Broom Handle, 54", 12 per case (Rubbermaid RUB6351)		cs		x	4	=	
55	Broom, warehouse corn, heavy duty w/1 wire band (Continental CONE502036-each)		ea		x	85	=	
56	Deck Brush, yellow polypropylene, 8", 6 per case (Rubbermaid RUBFG9B3600YEL)		cs		x	63	=	
57	Brush, toilet bowl, heavy duty tampico fibers (Continental CONJ507017-each)		ea		x	64	=	
58	Brush, pot and pan, 8.5" white nylon bristle (Continental CONI502208-each)		ea		x	74	=	
59	Tissue, facial, two-ply (Cascades CAS4062, 30/100 per cs)		cs		x	23	=	
60	Toilet, paper, two-ply, minimum size of 4.38" x 3.75" is suggested and no less than 500 sheets (Baywest 96/500 rolls per cs)		cs		x	502	=	
61	Toilet, paper, 9 inch jumbo roll two-ply, size of 3.45 sheet width 3.50 inch core no less than 1,000 sheets (Softone SFTPK0925E 12 rolls per cs)		cs		x	216	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
62	Towels, Paper, Multi-fold, 9.25 x 9.5, (Softone SFTPC1233E 16/250 cs) must fit in dispenser.		cs		x	888	=	
63	Towels, hardwound roll paper towel, brown (Softone SFTPG6810 7.875 in x 800 ft 6/cs)		cs		x	39	=	
64	Gloves, Synthetic Vinyl, LATEX FREE, Powder Free, Size Medium (Sterex 10/100 1579701093)		cs		x	36	=	
65	Gloves, Synthetic Vinyl, LATEX FREE, Powder Free, Size Large (Sterex 10/100 1579701095)		cs		x	36	=	
66	Gloves, Synthetic Vinyl, LATEX FREE, Powder Free, Size X-Large (Sterex 10/100 1579701097)		cs		x	261	=	
67	Gloves, cotton work, 100% canvas (P.I.P. 90908I, 12/bx)		bx		x	30	=	
68	Gloves, latex household, Medium (Foodhandler ISL100502 12 per pkg, 144 per case)		cs		x	46	=	
69	Gloves, latex household, Large (Impact 8448L 12 per pkg)		pkg		x	6	=	
70	Gloves, latex household, X-Large (Impact 8448XL 12 per pkg)		pkg		x	10	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
71	Gloves, latex, powder free, Medium (ProGlove A9615M)		cs		x	8	=	
72	Gloves, latex, powder free, Large (ProGlove A9615L)		cs		x	8	=	
73	Gloves, latex, powder free, X-large (ProGlove A9615XL)		cs		x	28	=	
74	Gloves, Blue Nitrile powder free, Small (Jobselect ISL103212GPB 5/200/cs)		cs		x	6	=	
75	Gloves, Blue Nitrile powder free, Medium (Jobselect ISL103214GPB 5/200/cs)		cs		x	46	=	
76	Gloves, Blue Nitrile powder free, Large (Jobselect ISL103216GPB 5/200/cs)		cs		x	98	=	
77	Gloves, Blue Nitrile powder free, X-large (Jobselect ISL103218GPB 5/200/cs)		cs		x	156	=	
78	Gloves, heavy duty rubber, industrial (PIP 578615, 12 per pkg)		pkg		x	7	=	
79	Gloves, Brown Jersey, 100% cotton, 9 oz. Men's Knit cuff (PIP 95-890 12 pair per pkg)		pkg		x	19	=	

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ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
80	Jugs, Empty Gallon WITH CAPS included (Shelburne #22640128/48 per case)		cs		x	8	=	
81	Liners, clear poly 8" X 3" X 15" (Elkay ELK6G083015 / 1,000 cs)		cs		x	14	=	
82	Liners, clear poly 12" X 6" X 24" (Elkay ELK07G126024 / 500 cs)		cs		x	20	=	
83	Liners, clear poly 24" x 24", 20# dry, 10# wet (Fortune FORCRHD2424H 8-Micron / 1,000 cs)		cs		x	105	=	
84	Liners, clear poly, heavy weight, 33" X 40" (no less than 11-Microns) (Heritage HIMP334011N 12-Micron / 500 cs)		cs		x	100	=	
85	Liners, clear poly, heavy weight, minimum size of 36" X 60" is suggested and no less than 13 Microns (Heritage HIMZ7260HNR01		cs		x	438	=	
86	Liners, blue tri-lam can, 43" X 48", 19 Micron (Heritage HIM434819DT / 200 cs)		cs		x	84	=	
87	Mats, Indoor, synthetic fiber, entrance 4' 'X 8' (Americo Ole' Olefin / each)		ea		x	14	=	
88	Mats, Indoor, synthetic fiber, entrance 3'X5' (Americo Ole' Olefin / each)		ea		x	14	=	

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89	Mop handles, regular wet, standard 60" long (Continental CONA70302 / 12 per case)		cs		x	15	=	
90	Mop handles, quick stick wet, heavy duty, 60" long w/female treaded all metal ferrule (Tuway TUWMM60, 12 per cs)		cs		x	13	=	
91	Wood Dust Mop handle, 60" long (Snap-On Tuway TUWSNH60 each)		ea		x	16	=	
92	Wood Mop Handle, 60" long (**O-Cedar Commercial** 12 per cs OCD6519 **Used by Jail**)		cs		x	1	=	
93	Snap-On Frame, black powder coated metal, 24" x 3 1/4" jaws, 12 per case (Tuway TUWSN244) Note to Depts: this is typically a non-stock item & may require 2-3 wks lead time for ordering.		cs		x	4	=	
94	Snap-On Frame, black powder coated metal, 36" x 3 1/4" jaws, 12 per case (Tuway TUWSN364) Note to Depts: this is typically a non-stock item & may require 2-3 wks lead		cs		x	4	=	
95	Mop heads, regular dust, 3"frame, 24" (Tuway TUWBX2434, 12 per cs)		cs		x	15	=	
96	Mop heads, regular dust, 3"frame, 36" (Tuway TUWBX3634, 12 per cs)		cs		x	17	=	

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97	Mop head, 16oz, wide band (Tuway TUWS016205 each)		ea		x	12	=	
98	Mop heads, wet industrial, 24oz rayon, 8ply, w/web band top and bottom (Tuway TUWTOS2432WS, 12 per cs)		cs		x	26	=	
99	Mop heads, quick stick wet, synthetic fiber, nylon banded, heavy duty (Continental CONA503324 / 12 per cs)		cs		x	31	=	
100	Mop, toilet bowl, heavy duty inter-locking twisted acrylic rope w/handle (Impact 204 each)		ea		x	22	=	
101	Mop wringer, plastic, center squeeze action, 32 oz (Impact 6000 each)		ea		x	25	=	
102	Pail, mop, 36qt, **yellow**, plastic w/caster (Winco WNCMPB36B ea **Used by Jail**)		ea		x	14	=	
103	Pail, plastic, 14 quart w/handle (Rubbermaid RUBFG261400, each)		ea		x	23	=	
104	Pads, floor finishing, various grades for floor buffing machine 20" (Americo 5 per cs)		cs		x	9	=	
105	Putty knives, utility grade (Impact #3405 / each)		ea		x	10	=	

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106	Rags, cotton cleaning (Mighty Fine Rags SJEMFR69COPRP, 25# per cs)		cs		x	21	=	
107	Red Buffing Floor Pad, 20", 5 per case (Americo Mfg. GNR404420)		cs		x	12	=	
108	Scouring pads, synthetic, course, 6"X9" scrubbing pads (Disco DSCMD69, 6/10 ea per cs)		cs		x	108	=	
109	Surface Prep Pad, 14x20, 10 per case (scotch-Brite 3M Comm Care Div, MMM02590)		cs		x	1	=	
110	Black Stripper Pad, small, 10/bx, 4 boxes per case (3M Comm Care Div, MMM05241)		cs		x	1	=	
111	Sponges, cellulose 6" X 4-3/4" X 1-1/4" absorbent sponges (Disco DSCSS48 / 6 per pkg, 48 / cs)		cs		x	26	=	
112	Spray bottle, trigger, quart, spray head (Impact 5024WG bottle, 5600 trigger)		ea		x	116	=	
113	Squeegies, floor, straight, heavy duty, w/wood handle 24" (Impact 222-24 each)		ea		x	5	=	
114	Squeegies, floor, straight, heavy duty, w/wood handle 30" (Impact 222-30 each)		ea		x	5	=	

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115	Squeegies, counter and window, 12" (Unger UNGNE30 each)		ea		x	4	=	
116	Trash container, plastic 30" high, gray, 23 gal (Rubbermaid RUBFG354060 each)		ea		x	10	=	
117	Trash, Receptacle, 32 gal, rubber, heavy duty (Rubbermaid RUB2632-each)		ea		x	12	=	
118	Dust Pans, Plastic (Rubbermaid RUB2005, 12" color gray)		ea		x	17	=	
119	Dust Pans, Lobby (Rubbermaid RUB2531 each)		ea		x	20	=	
120	Toilet Plungers (Boardwalk BWK09201 6/case)		cs		x	10	=	
121	Wet floor signs (Rubbermaid RUB611277 each)		ea		x	22	=	
122	Caution signs, yellow English/Spanish, etc., hinged, multi lingual, folding 2-sided, 25" high (Impact IMP9152BH each)		ea		x	9	=	

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AGGREGATE NET TOTAL BID AMOUNT $_____

Partial bids WILL NOT be accepted. All items must be bid.
All bid quantities are estimated and the contract shall be for the actual quantities ordered during the award period.
Sign and enclose the Local Law #2 form and the Non-Collusive Bidding Certification form.
Contract Agreement: The specifications detailed herein and the Vendor's signed bid response acknowledged by Rensselaer County's Notice of Award shall constitute the entire agreement between Rensselaer County and the Successful Bidder.

Bidder_____Fed Tax ID #_____

Address_____

Signature _____ Print Name _____

Date_____Phone_____Fax_____Email_____

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ___/___/___
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED:_____ **DATED:**_____

TITLE:_____ **FIRM:**_____

SUBMIT THIS FORM WITH YOUR BID

RFB-26-17 Vendor List
Cleaning Products & Janitorial Supplies
Emailed Notice: 4/1/2026

Hill & Markes Wholesale Distributors
P. O. Box 7
1997 St. Hwy. 5S
Amsterdam, New York 12010
Phone: 518-627-4435
Fax: 518-842-1207
Email: info@hillnmarkes.com;
tcole@hillnmarkes.com;
evanalphen@hillnmarkes.com;
ymasi@hillnmarkes.com;
jvannostrand@hillnmarkes.com

W. B. Mason
29 Mill Street
Albany, New York 12204
Phone: 888-926-2766
Cell: 518-361-1011
Fax: 866-236-0084
Email: Christopher.Szczesiul@wbmason.com;
jeff.Leland@wbmason.com;
Leanne.wood@wbmason.com

Hummel's Office Supplies
776 Watervliet-Shaker Road
Latham, New York 12110
Phone: 518-356-2480
Fax: 518-783-1504
Email: dbertrand@hummelsop.com
rseefeld@hummelsop.com;
jhayner@hummelsop.com

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

BID TABULATION

'26 APR 28 10:00 AM

BID NO.: RFB-26-17

DESCRIPTION: Cleaning Products & Janitorial Supplies - Rensselaer County Departments

OPENING DATE: Tuesday, 4/28/26

TIME: 10:00 a.m.

VENDOR	NON-COLLUSIVE	LOCAL LAW #2	AMOUNT OF BID
WB Mason	✓	✓	$ 155,334.18
Hill & Markes	✓	✓	$ 161,316.78

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1	Absorbent Compound, for liquid, grease and oil spills (Moltan EPM8440 40# Bag)	ODAI05040G50	bag	$10.02	x	5	=	$50.10
2	Alcohol Prep Pads (Dynarex 70% Strength Isopropyl Alcohol Individial Pk, Medium, Sterile pad, skin prep (100/bx, 20bx per cs)	MIICUR45581 *Sold as 200/BX	BX ~~es~~	$2.70	x	60 ~~6~~	=	$162.00
3	Automobile soap, powdered, for washing vehicles (Simoniz SMZS3580050 50# drum)	NCL120121 *Sold as a 5 gal pail - Dilutes a 1/2oz per 1 gal of water	5 GAL ~~drum~~	$44.05	x	6.2257 ~~10~~	=	$274.24
4	Bleach, laundry strength (Pure Bright LAGBLEACH6, 6/1 gal per cs)	SAME	cs	$20.88	x	93	=	$1,941.84
5	Chlorine cleansing powder, use on sink stains/ceramic/linoleum (Bab-O w/ bleach CAL752088, 24/21 oz per cs)	CPC14278CT	cs	$31.44	x	15	=	$471.60
6	Cleaner, Industrial, all-purpose heavy duty for use on concrete floors, commercial kitchens (Simoniz Butyl SMZB0320004, 4/1 gal per cs)	NCL100129	cs	$26.73	x	8	=	$213.84
7	Floor cleaner, neutral, damp mop (Simoniz one shot SMZB0320004 5 gallon pail)	NCL93521	pail	$31.00	x	8	=	$248.00
8	Cleaner, All-purpose (Simoniz Pine Kleen SMZP2668004 4/1 gal per cs)	STC17909	cs	$16.90	x	8	=	$135.20
9	Cleaner, glass, aerosol (Claire CLRCS230 12/19 oz per cs)	SPWY50	cs	$39.25	x	24	=	$942.00

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CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND MISCELLANEOUS JANITORIAL SUPPLIES

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
10	Cleaner, hand, with pumice (Go-Jo #1135 6/4lbs per cs)	NCL202119 *Gojo 1135-06 and all similar refills are discontinued. NCL Citri-Scrub quoted	8.51 LB ~~cs~~	$14.48	x	25.382 ~~9~~	=	$367.53
11	Cleaner, Oven for ovens and greasy surfaces (Claire CRLCS233 12/18 oz per cs)	NCL2005	cs	$48.11	x	2	=	$96.22
12	Cleaner,Oven for ovens and greasy surfaces (Simoniz Oven & Grill SMZG1380004, 4/1gal per cs)	STC16898	cs	$16.95	x	17	=	$288.15
13	Cleaner, Pump spray, heavy duty, cleaner and degreaser (Simoniz Kleen spray SMX5344032 12 qt per cs)	NCL107136	cs	$27.79	x	11	=	$305.69
14	Cleaner, powdered all purpose (P&G Spic and Span 12/27 oz per cs)	SAME	cs	$116.48	x	3	=	$349.44
15	Cleaner, stainless steel, aerosol for cleaning and polishing (Chase 12/18 oz per cs) MUST BE "Water Base" (for NSF)	NCL2006	cs	$46.29	x	4	=	$185.16
16	Soft N' Creamy Deodorizing Crème Cleanser, (32 oz 12/cs NCL172545 Used by Jail)	NCL172545	cs	$32.26	x	1	=	$32.26
17	Cleaner, toilet bowl, low acid, germicidal, for toilet and bath room tile (Simoniz flush away SMZF1175012, 12 qt per cs)	NCL1735	cs	$28.94	x	43	=	$1,244.42
18	Clorox Disinfecting Wipes - Fresh Scent (CLX15949 6/75-CT per cs)	TRK192820	cs	$20.35	x	149	=	$3,032.15

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19	Drain cleaner and maintainer (Simoniz open up SMZ02449012, 12 qt per cs)	NCL176045	cs	$30.09	x	26	=	$782.34
20	Dishwashing Liquid, Hand, for pots and pans, .25 oz per gal, Dilution Ration 1-2 oz per 10 gal (Simoniz SMZP2705004, 4/1 gal per cs)	STC16907	cs	$15.72	x	56	=	$880.32
21	Dishwashing Soap (Simoniz soft suds SMZS3350012, 12/32 oz per cs)	CPC49860 *Sold as 52 OZ EACH	EA ~~cs~~	$4.20	x	110.77 ~~15~~	=	$465.23
22	Air Neutralizer Refill Cartridges, Rubbermaid Microburst 3000 - Fresh Linen Deodorizer (12 refills per case FG4012551)	SAME	cs	$73.42	x	12	=	$881.04
23	Deodorizer, aerosol, disinfectant, air freshner (Claire CLRCS238, 12/15.5 oz per cs)	CHP34104	cs	$31.77	x	32	=	$1,016.64
24	Airlift Scentre Cabinet (Nilodor NIL03190)	SJN686452	ea	$13.35	x	4	=	$53.40
25	Scentre Fresh Scent Cartridge (Spartan Item No. 315-0306012, 6 per box)	SJN310899	bx	$32.26	x	2	=	$64.52
26	Deodorant blocks, round, for urinals (Nilodor NIL1000 12/3 oz per bx)	FRS4PB20CHRY	bx	$10.93	x	49	=	$535.57
27	Disinfectant, pine oil (Simoniz SMZQ3013004, 4 gal per cs)	NCL024129	cs	$34.50	x	28	=	$966.00

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28	Dust mop spray, aerosol (Claire CLRCS228, 12/17 oz per cs)	DVO904751	cs	$86.99	x	5	=	$434.95
29	Polish, furniture, aerosol, spray wax w/lemon scent (Claire CLRCS232, 12/17 oz per cs)	NCL2007	cs	$51.24	x	5	=	$256.20
30	Hand sanitizer, gel, bag-in-box 12/800mL/cs (Kutol KUT5666)	SAME	cs	$56.36	x	15	=	$845.40
31	Hand sanitizer dispenser (Kutol bag-in-box KUT9950ZPL)	SAME	ea	$8.59	x	14	=	$120.26
32	Soap, hand, foam skin cleaner with moisturizers (kimberly clark, SF-91552, 1 liter (33.8 fl oz) - 6 per cs	SAME	cs	$49.98	x	30	=	$1,499.40
33	Soap, hand, foam dispensers for dispensing foam in restrooms (Kimberly Clark, SF-92144 White Manual Skin Care Dispenser)	SAME	ea	$1.00	x	6	=	$6.00
34	Soap, hand, liquid, concentrated, use in dispensers (Simoniz think pink SMZST1075004, 4 gal per cs)	NCL34529	cs	$27.96	x	37	=	$1,034.52
35	Soap, liquid dispensers, for dispensing soap in restrooms (Gray, 46 oz Impact IMP9345)	BCC9108200	ea	$12.46	x	6	=	$74.76
36	Soap, antibacterial (Simoniz pearl white SMZP2573004, 4/1 gal per cs)	GBG80814 *Sold as 1 GAL EACH	EA ~~cs~~	$9.30	x	172 ~~43~~	=	$1,599.60

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37	Soap, small bars, hand, no additives, unwrapped (Bradford BSWHMS2003, 200/3 oz per cs)	DIA00098 *Sold as 2.5 OZ, 200/CT	cs	$99.80	x	103	=	$10,279.40
38	Soap, hand, for patients with senstitive skin (Dove DIV161424, 48/3.15 oz per cs)	UNI61073 *Sold as 2.65 OZ, 36/CT	cs	$37.70	x	13.333 ~~10~~	=	$502.67
39	Steam Cleaner Chemical, industrial strength, high pressure steam cleaning system (Simoniz film fyter SMZF114055, 55 gal drum)	NCL146018	drum	$350.39	x	5	=	$1,751.95
40	Wax, spray buff (Simoniz floor buff SMZCS0725004, 4/1 gal per cs)	NCL052829	cs	$36.57	x	13	=	$475.41
41	Wax, floor, ultra high speed (Simoniz finish first SMZCS0655005, 5 gal pail)	NCL50221	pail	$57.94	x	13	=	$753.22
42	Wax, floor Institutional, tile floors, 2,500-3,000 sq/ft/gal (Simoniz premier SMZCS0650005, 5 gal pail)	NCL052121	pail	$63.33	x	3	=	$189.99
43	Wax Stripper, Industrial, Dilution: Stripping 6/12 oz/gal; Cleaning 2-4 oz/gal (Simoniz z-strip SMZZ4564004, 4/1 gal per cs)	NCL105029	cs	$25.14	x	13	=	$326.82
44	Windshield washer solvent, w/antifreeze year round use (Crown CRW08000, 6/1 gal per cs)	ELTCDZ805	cs	$14.33	x	18	=	$257.94

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45	Wash N' Shine High Performing Vehicle Detergent (Simoniz 4 / 1 gal per cs W4210004 Used Jail)	NCL120121 *Sold as 5 GAL	5 GAL ~~cs~~	$44.05	x	1.6 ~~2~~	=	$70.48
46	Deodorizing Urinal Screen (Impact IMP149195, 12 per bx)	HOS03901	bx	$19.93	x	29	=	$577.97
47	Floor sealer and conditioner (Simoniz super sealer SMZCS0700005, 5 gal pail)	NCL050421	pail	$55.53	x	14	=	$777.42
48	Detergent concentrate, lemon scented (Simoniz one shot SMZ02445004, 4/1 gal per cs)	NCL93529	cs	$25.05	x	27	=	$676.35
49	Broom, nylon push, coarse, with handle 18" (Continental CONF004118, M101060-each)	WNCBRFC18B + RCP6361	ea	$13.51	x	31	=	$418.81
50	Broom, nylon push, fine, with handle 18" (Continental CONF00211, M101060-each)	WNCBRFF18K + RCP6361	ea	$13.37	x	29	=	$387.73
51	Broom, nylon push, coarse, with handle 24" (Continental CONF004124, M101060-each)	WNCBRFC24B + RCP6361	ea	$15.16	x	18	=	$272.88
52	Broom, nylon push, coarse, with handle 36" (Continental CONF006036, M101060-each)	GJO99656 + RCP6361	ea	$27.40	x	18	=	$493.20
53	Broom handles, push, 60" metal thread hand (Continental CONM104060-each)	RCP6364	ea	$5.53	x	20	=	$110.60

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54	Thredded Wood Broom Handle, 54", 12 per case (Rubbermaid RUB6351)	RCPFG635100LAC *Sold as EACH	EA ~~ea~~	$2.90	x	48 ~~4~~	=	$139.20
55	Broom, warehouse corn, heavy duty w/1 wire band (Continental CONE502036-each)	GJO12001	ea	$12.00	x	85	=	$1,020.00
56	Deck Brush, yellow polypropylene, 8", 6 per case (Rubbermaid RUBFG9B3600YEL)	MNL10DT *Sold as 12/CT	cs	$97.84	x	31.5 ~~63~~	=	$3,081.96
57	Brush, toilet bowl, heavy duty tampico fibers (Continental CONJ507017-each)	OCD96311	ea	$1.91	x	64	=	$122.24
58	Brush, pot and pan, 8.5" white nylon bristle (Continental CONI502208-each)	WNCBRN8P	ea	$6.02	x	74	=	$445.48
59	Tissue, facial, two-ply (Cascades CAS4062, 30/100 per cs)	JSWFTF210030	cs	$16.12	x	23	=	$370.76
60	Toilet, paper, two-ply, minimum size of 4.38" x 3.75" is suggested and no less than 500 sheets (Baywest 96/500 rolls per cs)	ALM276	cs	$35.18	x	502	=	$17,660.36
61	Toilet, paper, 9 inch jumbo roll two-ply, size of 3.45 sheet width 3.50 inch core no less than 1,000 sheets (Softone SFTPK0925E 12 rolls per cs)	MORM99	cs	$22.21	x	216	=	$4,797.36

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62	Towels, Paper, Multi-fold, 9.25 x 9.5, (Softone SFTPC1233E 16/250 cs) must fit in dispenser.	MRCP200B	cs	$18.66	x	888	=	$16,570.08
63	Towels, hardwound roll paper towel, brown (Softone SFTPG6810 7.875 in x 800 ft 6/cs)	MORR6800	cs	$20.51	x	39	=	$799.89
64	Gloves, Synthetic Vinyl, LATEX FREE, Powder Free, Size Medium (Sterex 10/100 1579701093)	NWLVGPCPFGM	cs	$18.75	x	36	=	$675.00
65	Gloves, Synthetic Vinyl, LATEX FREE, Powder Free, Size Large (Sterex 10/100 1579701095)	NWLVGPCPFGL	cs	$18.75	x	36	=	$675.00
66	Gloves, Synthetic Vinyl, LATEX FREE, Powder Free, Size X-Large (Sterex 10/100 1579701097)	NWLVGPCPFGXL	cs	$18.75	x	261	=	$4,893.75
67	Gloves, cotton work, 100% canvas (P.I.P. 90908I, 12/bx)	SAGC08MN1	bx	$4.82	x	30	=	$144.60
68	Gloves, latex household, Medium (Foodhandler ISL100502 12 per pkg, 144 per case)	AKRH102 *Sold as 12/BG	BG ~~cs~~	$6.22	x	552 ~~46~~	=	$3,433.44
69	Gloves, latex household, Large (Impact 8448L 12 per pkg)	AKRH103	pkg	$8.24	x	6	=	$49.44
70	Gloves, latex household, X-Large (Impact 8448XL 12 per pkg)	AKRH104	pkg	$8.24	x	10	=	$82.40

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71	Gloves, latex, powder free, Medium (ProGlove A9615M)	NWLLEPFGM	cs	$50.00	x	8	=	$400.00
72	Gloves, latex, powder free, Large (ProGlove A9615L)	NWLLEPFGL	cs	$50.00	x	8	=	$400.00
73	Gloves, latex, powder free, X-large (ProGlove A9615XL)	NWLLEPFGXL	cs	$50.00	x	28	=	$1,400.00
74	Gloves, Blue Nitrile powder free, Small (Jobselect ISL103212GPB 5/200/cs)	NWLENGAPFS	cs	$39.78	x	6	=	$238.68
75	Gloves, Blue Nitrile powder free, Medium (Jobselect ISL103214GPB 5/200/cs)	NWLENGAPFM	cs	$39.78	x	46	=	$1,829.88
76	Gloves, Blue Nitrile powder free, Large (Jobselect ISL103216GPB 5/200/cs)	NWLENGAPFL	cs	$39.78	x	98	=	$3,898.44
77	Gloves, Blue Nitrile powder free, X-large (Jobselect ISL103218GPB 5/200/cs)	NWLENGAPFXL	cs	$39.78	x	156	=	$6,205.68
78	Gloves, heavy duty rubber, industrial (PIP 578615, 12 per pkg)	BSM716610	pkg	$51.09	x	7	=	$357.63
79	Gloves, Brown Jersey, 100% cotton, 9 oz. Men's Knit cuff (PIP 95-890 12 pair per pkg)	CRW7100L	pkg	$6.78	x	19	=	$128.82

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80	Jugs, Empty Gallon WITH CAPS included (Shelburne #22640128/48 per case)	BPTHAZ1074	cs	$121.98	x	8	=	$975.84
81	Liners, clear poly 8" X 3" X 15" (Elkay ELK6G083015 / 1,000 cs)	IBSPB080315	cs	$16.42	x	14	=	$229.88
82	Liners, clear poly 12" X 6" X 24" (Elkay ELK07G126024 / 500 cs)	IBSPB100824M	cs	$22.58	x	20	=	$451.60
83	Liners, clear poly 24" x 24", 20# dry, 10# wet (Fortune FORCRHD2424H 8-Micron / 1,000 cs)	HERZ4824LNR01	cs	$23.24	x	105	=	$2,440.20
84	Liners, clear poly, heavy weight, 33" X 40" (no less than 11-Microns) (Heritage HIMP334011N 12-Micron / 500 cs)	HERZ6640MNR01	cs	$34.46	x	100	=	$3,446.00
85	Liners, clear poly, heavy weight, minimum size of 36" X 60" is suggested and no less than 13 Microns (Heritage HIMZ7260HNR01	SAME	cs	$30.95	x	438	=	$13,556.10
86	Liners, blue tri-lam can, 43" X 48", 19 Micron (Heritage HIM434819DT / 200 cs)	HERZ8648EX	cs	$48.38	x	84	=	$4,063.92
87	Mats, Indoor, synthetic fiber, entrance 4' 'X 8' (Americo Ole' Olefin / each)	MLL64040830HOB	ea	$84.33	x	14	=	$1,180.62
88	Mats, Indoor, synthetic fiber, entrance 3'X5' (Americo Ole' Olefin / each)	MLL64030530	ea	$39.53	x	14	=	$553.42

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89	Mop handles, regular wet, standard 60" long (Continental CONA70302 / 12 per case)	RCPH116 *Sold as EACH	EA ~~08~~	$12.62	x	180 ~~15~~	=	$2,271.60
90	Mop handles, quick stick wet, heavy duty, 60" long w/female treaded all metal ferrule (Tuway TUWMM60, 12 per cs)	GJO18331 *Sold as EACH	EA ~~06~~	$6.79	x	156 ~~13~~	=	$1,059.24
91	Wood Dust Mop handle, 60" long (Snap-On Tuway TUWSNH60 each)	RCPM116	ea	$21.24	x	16	=	$339.84
92	Wood Mop Handle, 60" long (O-Cedar Commercial 12 per cs OCD6519 Used by Jail)	DVOCB965166 *Sold as 6/CT	cs	$85.08	x	2 ~~1~~	=	$170.16
93	Snap-On Frame, black powder coated metal, 24" x 3 1/4" jaws, 12 per case (Tuway TUWSN244) Note to Depts: this is typically a non-stock item & may require 2-3 wks lead time for ordering.	JCO4624 *Sold as EACH	EA ~~08~~	$2.40	x	48 ~~4~~	=	$115.20
94	Snap-On Frame, black powder coated metal, 36" x 3 1/4" jaws, 12 per case (Tuway TUWSN364) Note to Depts: this is typically a non-stock item & may require 2-3 wks lead	JCO4636 *Sold as EACH	EA ~~06~~	$3.57	x	48 ~~4~~	=	$171.36
95	Mop heads, regular dust, 3"frame, 24" (Tuway TUWBX2434, 12 per cs)	JCO3324 *Sold as EACH	EA ~~08~~	$2.98	x	180 ~~15~~	=	$536.40
96	Mop heads, regular dust, 3"frame, 36" (Tuway TUWBX3634, 12 per cs)	JCO3336 *Sold as EACH	EA ~~06~~	$2.70	x	204 ~~17~~	=	$550.80

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97	Mop head, 16oz, wide band (Tuway TUWS016205 each)	JSWMP16CEW	ea	$1.63	x	12	=	$19.56
98	Mop heads, wet industrial, 24oz rayon, 8ply, w/web band top and bottom (Tuway TUWTOS2432WS, 12 per cs)	ABOLM203LCSWB	cs	$63.68	x	26	=	$1,655.68
99	Mop heads, quick stick wet, synthetic fiber, nylon banded, heavy duty (Continental CONA503324 / 12 per cs)	HOS12124	cs	$88.10	x	31	=	$2,731.10
100	Mop, toilet bowl, heavy duty inter-locking twisted acrylic rope w/handle (Impact 204 each)	SAME	ea	$0.76	x	22	=	$16.72
101	Mop wringer, plastic, center squeeze action, 32 oz (Impact 6000 each)	WNCMPB36W	ea	$36.43	x	25	=	$910.75
102	Pail, mop, 36qt, yellow, plastic w/caster (Winco WNCMPB36B ea Used by Jail)	WNCMPB36B	ea	$40.19	x	14	=	$562.66
103	Pail, plastic, 14 quart w/handle (Rubbermaid RUBFG261400, each)	WNCUPP14G	ea	$10.95	x	23	=	$251.85
104	Pads, floor finishing, various grades for floor buffing machine 20" (Americo 5 per cs)	WBM410020WB / WBM510020WB / WBM540020WB / WBM720020WB	cs	$12.48	x	9	=	$112.32
105	Putty knives, utility grade (Impact #3405 / each)	GNS15PKS	ea	$2.31	x	10	=	$23.10

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106	Rags, cotton cleaning (Mighty Fine Rags SJEMFR69COPRP, 25# per cs)	OKW10725	cs	$26.18	x	21	=	$549.78
107	Red Buffing Floor Pad, 20", 5 per case (Americo Mfg. GNR404420)	WBM510020WB	cs	$12.48	x	12	=	$149.76
108	Scouring pads, synthetic, course, 6"X9" scrubbing pads (Disco DSCMD69, 6/10 ea per cs)	GJO18422 *Sold as 20/CT	cs	$6.66	x	324 ~~106~~	=	$2,157.84
109	Surface Prep Pad, 14x20, 10 per case (scotch-Brite 3M Comm Care Div, MMM02590)	WBMDSP14X20WB	cs	$63.57	x	1	=	$63.57
110	Black Stripper Pad, small, 10/bx, 4 boxes per case (3M Comm Care Div, MMM05241)	SAME	cs	$141.31	x	1	=	$141.31
111	Sponges, cellulose 6" X 4-3/4" X 1-1/4" absorbent sponges (Disco DSCSS48 / 6 per pkg, 48 / cs)	GJO18318 *Sold as 24/CT	cs	$37.62	x	52 ~~26~~	=	$1,956.24
112	Spray bottle, trigger, quart, spray head (Impact 5024WG bottle, 5600 trigger)	GJO85100 + TOL110246	ea	$1.39	x	116	=	$161.24
113	Squeegies, floor, straight, heavy duty, w/wood handle 24" (Impact 222-24 each)	UNGFE600 + RCP6362	ea	$31.30	x	5	=	$156.50
114	Squeegies, floor, straight, heavy duty, w/wood handle 30" (Impact 222-30 each)	UNGHM750 + RCP6362	ea	$30.33	x	5	=	$151.65

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m. Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND MISCELLANEOUS JANITORIAL SUPPLIES

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM
115	Squeegies, counter and window, 12" (Unger UNGNE30 each)	ETO17014	ea	$5.37	x	4	=	$21.48
116	Trash container, plastic 30" high, gray, 23 gal (Rubbermaid RUBFG354060 each)	COCP8322GY	ea	$22.42	x	10	=	$224.20
117	Trash, Receptacle, 32 gal, rubber, heavy duty (Rubbermaid RUB2632-each)	COCP3200GY	ea	$20.49	x	12	=	$245.88
118	Dust Pans, Plastic (Rubbermaid RUB2005, 12" color gray)	SAME	ea	$3.83	x	17	=	$65.11
119	Dust Pans, Lobby (Rubbermaid RUB2531 each)	SAME	ea	$15.88	x	20	=	$317.60
120	Toilet Plungers (Boardwalk BWK09201 6/case)	IMP9201 *Sold as EACH	EA ~~ea~~	$4.24	x	60 ~~10~~	=	$254.40
121	Wet floor signs (Rubbermaid RUB611277 each)	SAME	ea	$11.44	x	22	=	$251.68
122	Caution signs, yellow English/Spanish, etc., hinged, multi lingual, folding 2-sided, 25" high (Impact IMP9152BH each)	WNCWCS25	ea	$7.90	x	9	=	$71.10

OFFICIAL BID FORM

Rensselaer County: Date and submission of bids up to and including 10:00 a.m. Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud.

CLEANING PRODUCTS, CHEMICALS, SOLUTIONS AND MISCELLANEOUS JANITORIAL SUPPLIES

ITEM #	Item Description, Packaging/Unit & "Suggested" Manufacturer/Brand & Product Code/ID	* Bidder's Mfr./Product ID and Unit Packaging (NOTE: IF SAME AS SPECIFIED SIMPLY ENTER "SAME")	UNIT	UNIT PRICE	x	EST QTY	=	TOTAL PRICE PER ITEM

AGGREGATE NET TOTAL BID AMOUNT $ $155,334.18

Partial bids WILL NOT be accepted. All items must be bid.
All bid quantities are estimated and the contract shall be for the actual quantities ordered during the award period.
Sign and enclose the Local Law #2 form and the Non-Collusive Bidding Certification form.
Contract Agreement: The specifications detailed herein and the Vendor's signed bid response acknowledged by Rensselaer County's Notice of Award shall constitute the entire agreement between Rensselaer County and the Successful Bidder.

Bidder W.B. Mason Co., Inc. Fed Tax ID # 04-2455641

Address 29 Mill St Albany NY 12204

Signature [signature] Print Name Jenna Kinnicutt

Date 4/28/26 Phone 888-926-9766 Fax _____ Email jenna.kinnicutt@wbmason.com

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

WB Mason
(Name of Vendor/Company)

Jenna Kinnicutt – sales manager
(Person authorized to sign & Title)

29 Mill St
(Street or Box Number)

Albany, NY 12204
(City, State, Zip Code)

(Authorized Signature) (Date) 4/28/26

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED: Jaclyn Lutt DATED: 4/28/26

TITLE: Sales manager FIRM: WB Mason

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

COPY, PRINTING PAPER AND SUPPLIES
Category A: Commonly Used Paper
Category B: Specialty Paper and Supplies

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:00 a.m., on Tuesday, April 28, 2026, after which time all bids received will be opened and read aloud. Bidders may respond to one or both Categories. All items listed within a Category must be bid in order to be considered a responsive bid. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein. Interested Bidders may obtain bid specification and bid proposal forms, on-line at https://www.rensco.com/Bids.aspx, or on BidNet Direct, Empire State Purchasing Group, https://www.bidnetdirect.com/new-york/rensselaercounty. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: March 31, 2026
Bid No.: RFB-26-15
Page: 1

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/9

RESOLUTION AUTHORIZING PURCHASES FROM THE NEW YORK STATE OFFICE OF GENERAL SERVICES TRAFFIC PAINT AND GLASS SPHERES FOR REFLECTORIZED PAVEMENT MARKING CONTRACT – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Highway Department requires Traffic Paint and Glass Spheres for use on the County highway system with our new line striping truck; and

WHEREAS, The New York State Office of General Services has entered into a contract for Traffic Paint (Waterborne-Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) (Statewide) – Award no. 23252, Group no. 38604; and

WHEREAS, An essential component of the contracts entered into by the NYS provides that the respective bid prices received shall be available to Local Governments of New York State; and

WHEREAS, The Highway Department seeks Legislative approval to piggyback off of the NYS Traffic Paint & Glass Spheres contracts for the needed supplies; and

WHEREAS, The Department has budgeted the necessary funds within the 2026 Rensselaer County Adopted Budget via appropriation codes D.3310.04500 and D.5110.04500; and

WHEREAS, The start and end dates of the agreement, the sources of funding of the same, the total amounts to be expended over the life of the same, which shall not exceed budgeted appropriations, and the names and addresses of the contracting parties are as follows:

DESCRIPTION AND DATES	VENDOR	ESTIMATED AMOUNT OF CONTRACT
Traffic Paint (Waterborne-Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) May 18, 2022 – May 17, 2027 PC69550	Ennis-Flint Inc 4161 Piedmont Pkwy Suite 370 Greensboro, NC 27410	$ 50,000.00
Traffic Paint (Waterborne-Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) May 18, 2022 – May 17, 2027 PC	Ozark Materials LLC 591 Glendale Ave Greenville, AL 36033	$ 20,000.00
Traffic Paint (Waterborne-Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) May 18, 2022 – May 17, 2027 PC	Potters Industries LLC 3222 Phoenixville Pike Suite 103 Malvern, PA 19355	$ 60,000.00
Traffic Paint (Waterborne-Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) May 18, 2022 – May 17, 2027 PC	The Sherwin-Williams Company 101 W Prospect Ave Cleveland, OH 44115	$ 70,000.00

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above-described materials.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution:____X_____ P Resolution:_____

Title of Legislation: **TRAFFIC PAINT & GLASS SPHERES FOR REFLECTIVE PAVEMENT MARKING CONTRACT**

Requested by: _____HIGHWAY_____

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $___100,000.00 ____Current year
$_100,000.00__ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $___100,000_____ and ongoing $___100,000_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No _____X___

4) Length of expense or project (one time only, ongoing, etc.): on going

   Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: We will be implementing the bid for CHIPS eligible road projects as well as routine Highway Department road maintenance for the 2026 paving season.

Department Head:

_____

NEW YORK STATE | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 38604** **Traffic Paint (Waterborne—Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) (Statewide)** **Classification Code(s): 31 & 73**
Award Number	:	**23252 (Replaces Awards 23056 & 23172)**
Contract Period	:	**May 18, 2022 through May 17, 2027**
Bid Opening Date	:	**February 10, 2022**
Date of Issue	:	**May 18, 2022 (Revised March 1, 2026)**
Specification Reference	:	**As Incorporated In The Solicitation**
Contractor Information	:	**Appears starting on Page 2 of this Award**

Address Inquiries To:

Name : Brandy Alden
Title : Contract Management Specialist 2
Phone : 518-408-1140
E-mail : Brandy.Alden@ogs.ny.gov

Procurement Services Customer Services
Phone : 518-474-6717
E-mail : customer.services@ogs.ny.gov

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

Description

This award contains:

- Ready-mixed, fast drying, white and organic yellow waterborne traffic paint for use on bituminous and Portland cement concrete pavements. Waterborne traffic paint supplied under this specification shall be designed for heated application by mobile long line striping equipment.
- Type I reflectorizing glass spheres with moisture resistant coating for application on waterborne traffic paint to produce a reflective painted roadway stripe to provide visual traffic delineation, both day and night, for the motoring public.
- Drying agent compound to be used as an additive in conjunction with waterborne traffic paint and glass spheres to provide a drying agent which accelerates the no-tack time of the waterborne traffic paint to reduce wet paint tracking into driving lanes.

Traffic markings (stripes) are regarded as one of the most cost-effective methods of controlling traffic flow; these products increase driver awareness and help ensure the safety of the driving public.

Use of the Quick Quote to obtain pricing is MANDATORY on this contract.

This Award has 0% MBE, 0% WBE and 0% SDVOB participation goal requirements.

PR # 23252

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SECTION 1: CONTRACTOR INFORMATION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

Contact information for placing NYS Contract Orders and additional contractor info is provided in included within the PRICING document for this award found at the OGS website here:

https://online.ogs.ny.gov/purchase/spg/awards/3860423252CAN.HTM

Contract #	Contractor Name & Address	Contract Admin Information	Fed. ID #/ NYS Vendor ID #
PC69550	Ennis-Flint Inc 4161 Piedmont Pkwy Suite 370 Greensboro, NC 27410	Toll Free #: 800-331-8118 Phone #: 336-308-3794 Contact: Kelli AH-Keen Email: KAH-Keen@ppg.com	75-2657523 1000009671

Contract #	Contractor Name & Address	Contract Admin Information	Fed. ID #/ NYS Vendor ID #
PC69551	Ozark Materials LLC 591 Glendale Ave Greenville, AL 36033	Phone #: 334-368-1655 Contact: Noel Seale Email: bids@ozarkmaterials.net	45-4117820 1100182975

Contract #	Contractor Name & Address	Contract Admin Information	Fed. ID #/ NYS Vendor ID #
PC69552	Potters Industries LLC 3222 Phoenixville Pike Suite 103 Malvern, PA 19355	Toll Free #: 800-552-3237 Phone #: 445-895-3236 Contact: Becky Tarkenton Email: Becky.Tarkenton@pottersindustries.com	22-1933307 1000016855

Contract #	Contractor Name & Address	Contract Admin Information	Fed. ID #/ NYS Vendor ID #
PC69554	The Sherwin-Williams Company 101 W Prospect Ave Cleveland, OH 44115	Phone #: 800-597-2929 Contact: Inside Sales Email: hwyinsidesales@sherwin.com	34-0526850 1000031328

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE OGS PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT.

PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AUTHORIZED USER SHOULD ALSO BE REPORTED TO OGS PROCUREMENT SERVICES.

1.2 Small, Minority and Women-Owned Businesses:

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

1.3 Recycled, Remanufactured and Energy Efficient Products:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.4 Note to Authorized Users:

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

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

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

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

1.5 Overview & Scope

This Solicitation is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Traffic Paint (Waterborne—Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) as specified herein for all Authorized Users eligible to purchase through this Solicitation.

Traffic markings (stripes) are regarded as one of the most cost-effective methods of controlling traffic flow and these products increase driver awareness and help ensure the safety of the driving public.

The solicitation contains:

- Ready-mixed, fast drying, white and organic yellow waterborne traffic paint for use on bituminous and Portland cement concrete pavements. Waterborne traffic paint supplied under this specification shall be designed for heated application by mobile long line striping equipment.
- Type I reflectorizing glass spheres with moisture resistant coating for application on waterborne traffic paint to produce a reflective painted roadway stripe to provide visual traffic delineation, both day and night, for the motoring public.
- Drying agent compound to be used as an additive in conjunction with waterborne traffic paint and glass spheres to provide a drying agent which accelerates the no-tack time of the waterborne traffic paint to reduce wet paint tracking into driving lanes.

1.6 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately $5 million annually.

The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.7 Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, Definitions, or as below.

"**Bid Deviation**" shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

"**Business Day**" shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

"**MWBE**" shall refer to a business certified with NYS Empire State Development ("ESD") as a Minority- and/or Women-owned Business Enterprise.

"**NYS Holidays**" refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year's Day; Martin Luther King Jr. Day; Washington's Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

"**NYS Vendor ID**" shall mean the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

"**Preferred Source Products**" shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

"**Preferred Source Program**" shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision ("Corcraft"); New York State Preferred Source Program for People Who Are Blind ("NYSPSP"); and the New York State Industries for the Disabled ("NYSID"). These requirements apply to state agencies, political subdivisions and public benefit corporations (including most public authorities).

"**Procurement Services**" shall refer to a business unit of OGS, formerly known as New York State Procurement ("NYSPro") and Procurement Services Group ("PSG").

"Resellers" shall refer to any model for distribution of Product other than direct from the Contractor. Resellers include but are not limited to approved value-added resellers ("VARs"), distributors, dealers, sales agents, and alternate channel partners.

"**SDVOB**" shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

1.8 Periodic Recruitment

This Solicitation allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYSCR. Bidder must register with the New York State Contract Reporter at https://www.nyscr.ny.gov in order to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for LOTS covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

1.9 Procurement Instructions for Authorized Users

The resultant Contracts will be issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements.

Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly § 162, regarding commodities/services provided by preferred source suppliers.

The use of the Quick Quote Worksheet is MANDATORY for all purchases made by any Authorized User through the Contract(s) on this award.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

SECTION 2: SPECIFICATIONS

It is the Contractor's responsibility to provide product that conforms with the specifications as listed in the Invitation for Bids for the entire term of the awarded contract. No changes or substitution of products or pricing is permitted without the express approval of OGS Procurement Services.

References made in this Solicitation are to NYSDOT Materials Bureau Approved Lists most current version as published at the time of this Invitation for Bids.

See Attachment – Specifications, of this Solicitation for detailed information.

SECTION 3: TERMS AND CONDITIONS

3.1 Contract Terms and Extension

A. Base Term: Notwithstanding the provisions of Appendix B Section 22, Contract Creation/Execution, the base contract term shall begin on the later of (i) May 18, 2022, or (ii) the date of OSC approval of the final, executed contract documents and consistent with the MOU, and shall continue through and including May 17, 2027.

B. Extensions. At the State's option, and subject to the approval of OSC and consistent with the MOU, the Contract may be extended for three (3) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, Contract Term – Extension.

C. The Contract term provided for in this section shall extend six months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the six-month period, the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

3.2 Short Term Extension

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

3.3 Price

Price shall include all customs duties and charges and be net, FOB destination any point within the State of New York, as designated by the Authorized User, including dock delivery (unloading of the product will be performed by the Authorized User, unless previously agreed by the vendor). Additional fees may be charged to the purchaser when delivery to point of use is not possible via dock, any other door, stairway or elevator freight service and/or when specialized service is requested in writing by the purchaser. Such costs shall be prepaid and added to the invoice. Authorized Users will not be charged for delivery to their building location since price is FOB destination; **Authorized User must be informed of the additional cost prior to delivery and agree to the additional charge**.

Contractors are encouraged to offer their best possible pricing; additionally, Authorized Users are required to use the Quick Quote process to obtain the best possible pricing. Contract prices are not-to-exceed for all LOTS and shall be firm except in the case of lowered pricing submitted using the Quick Quote process in accordance with Section - Quick Quotes, or price updates permitted in accordance with Section - Price Updates, of this Solicitation.

If it is determined the Contractor is charging excessive amounts for specialized delivery services, the State may seek reimbursement for such amounts, may remove the Contractor from the list of eligible Bidders, and may cancel the Contract.

3.3.2 Traffic Paint (Waterborne—Lead-Free): Return of Containers

Both 55-gallon and 275-gallon capacity containers remain the property of the Contractor and are to be removed **at no additional cost.**

Upon notification, Contractor shall be responsible for picking up and removing at their own expense, all drums and totes furnished by the Contractor during the Contract period. See Attachment 9 – *Specifications*, Section - *Packaging* for additional information.

3.4 Quick Quote

Authorized Users must select the appropriate Contractor to provide their particular product by using the Quick Quote worksheet form.

During the course of selecting and awarding one of the Contractors listed in this Solicitation, Authorized Users should try to obtain lower prices and Contractors may wish to lower their Contract prices for various reasons, i.e., excess supply, slow business, etc. Each Quick Quote situation is unique, and the price is firm for that particular purchase only. If Bid security is a concern, the Authorized User may require Bids to be sealed and/or opened publicly.

The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Authorized User through the Contract(s) resulting from this Invitation for Bids.

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

Contractors are not required to respond, or to lower their awarded "not-to-exceed" prices when they receive a Quick Quote. Prices quoted remain firm regardless of what the price adjustment is at the time of delivery.

The Quick Quote form will be published to the OGS website (on the contract award landing page) at the time of award.

3.5 Price Updates

Prices set forth in this Contract are firm through August 31st, 2022. Beginning September 1st, 2022 and every six months thereafter, the prices are subject to an increase or decrease in accordance with the provisions of this clause.

The prices shall be adjusted on the basis of the originally published Producer Price Indices (PPIs) specified in this section, published by the US Department of Labor, Bureau of Labor Statistics, using the weighting specified below. Any published figure used that is preliminary will not be updated should a different figure replace it as permanent in the future.

A base index shall be established using the month of November 2021. An adjusted index shall then be established by averaging the six-month period ending two months prior to the first price update date. The adjusted index will then become the base index for the price update period immediately following. Each succeeding six months will follow this format (including any contract extensions or renewals). The average adjusted index is then compared with the base index, and the resulting percentage of increase or decrease shall be applied to the contract prices. Price increases and decreases shall not exceed 5% per adjustment period.

Effective Date for Adjusted Pricing	Base Index Period	Adjustment Index Period
Sept 1, 2022	November 2021	Dec 2021 – May 2022
March 1, 2023	Dec 2021 – May 2022	Jun 2022 – Nov 2022
Sept 1, 2023	Jun 2022 – Nov 2022	Dec 2022 – May 2023
March 1, 2024	Dec 2022 – May 2023	Jun 2023 – Nov 2023
Sept 1, 2024	Jun 2023 – Nov 2023	Dec 2023 – May 2024
March 1, 2025	Dec 2023 – May 2024	Jun 2024 – Nov 2024
Sept 1, 2025	Jun 2024 – Nov 2024	Dec 2024 – May 2025
March 1, 2026	Dec 2024 – May 2025	Jun 2025 – Nov 2025
Sept 1, 2026	Jun 2025 – Nov 2025	Dec 2025 – May 2026
March 1, 2027	Dec 2025 – May 2026	Jun 2026 – Nov 2026

In the event a contract extension is implemented, subsequent price adjustments will follow the format indicated above. OGS will provide an updated table as needed.

The following US Department of Labor PPIs will be used in determining the price updates that will apply to Contracts awarded under this procurement:

3.5.1 LOT I & LOT II – Traffic Paint (Waterborne—Lead-Free):

Index Name	Series ID#
Group: Chemicals and allied products (Not Seasonally Adjusted) **Item:** Special purpose coatings, incl. marine, industrial & construction coatings	WPU06210301
Industry: General freight trucking, long-distance LTL **Product:** Primary services	PCU484122484122p

90% of the price update of awarded Contract prices will be adjusted according to activity reported by the United States Department of Labor PPI for Special purpose coatings, incl. marine, industrial & construction coatings, Series ID#: WPU06210301, not seasonally adjusted.

10% of the price update of awarded Contract prices will be adjusted according to activity reported by the US Department of Labor, PPI Industry Data for General Freight Trucking. Series ID#: PCU484122484122p.

3.5.2 LOT III & LOT IV – Glass Spheres for Reflectorized Pavement Marking (Various Types):

Index Name	Series ID#
Industry: Glass product manufacturing made of purchased glass **Product:** primary products	PCU327215327215p
Group: Fuels and related products and power (Not Seasonally Adjusted) **Item:** Natural gas	WPU0531
Group: Chemicals and allied products (Not Seasonally Adjusted) **Item:** Other inorganic chemicals, nec	WPU06130283
Industry: General freight trucking, long-distance LTL (Not Seasonally Adjusted) **Product:** Primary services	PCU484122484122p

55% of the price update of awarded contract prices will be adjusted according to activity reported by the US Department of Labor, PPI Industry Data for Glass product mfg. made of purchased glass. Series ID#: PCU327215327215P

20% of the price update of awarded contract prices will be adjusted according to activity reported by the US Department of Labor, PPI Commodity Data for Fuels and related products and power-Natural Gas. Series ID#: WPU0531, not seasonally adjusted.

15% of the price update of awarded contract prices will be adjusted according to activity reported by the US Department of Labor, PPI for the group chemicals and allied products, other inorganic chemicals. Series ID#: WPU06130283, not seasonally adjusted.

10% of the price update of awarded contract prices will be adjusted according to activity reported by the US Department of Labor, PPI Industry Data for General Freight Trucking. Series ID#: PCU484122484122p

Should any referenced PPIs become discontinued during the course of the Contract, they will be replaced by alternative PPIs also published by the US Department of Labor, Bureau of Labor Statistics, and adjustments will be calculated based on the same methodology as outlined above, but with the data from the new replacement index, and adjustments will be calculated based on the latest six months of data available in the month preceding the effective date of the price adjustments.

The Office of General Services, Procurement Services will notify all interested parties of effected price adjustments by way of a Contract update.

3.6 Product Addition and Removal – Traffic Paint (Waterborne – Lead-Free)

In order to add new traffic paint product(s), the Contractor must demonstrate that the traffic paint product to be added:

- has been approved by NYSDOT Materials Bureau
- meets the scope as defined in Section 1.5, *Overview & Scope*

Contractors shall submit their updated traffic paint product information to the OGS Procurement Services pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users.

Contract documents will be updated to include the new approved traffic paint product(s) upon approval by OGS. Any request for traffic paint product update not received in accordance with this section shall be deemed denied.

The Contractor shall provide OGS with one electronic copy of the updated traffic paint product information. No traffic paint product update will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance or any other documentation that is required under the resulting contract.

Contractor may request the removal of a traffic paint product at any time.

3.7 Best Pricing Offer

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

3.8 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

3.9 Volume Discounts

Bidders may offer additional volume discounts. Volume discounts may be applied per purchase order, cumulatively per customer agency, and cumulatively statewide.

Volume discounts shall be defined and applied as follows:

1. Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount.
2. Cumulative agency volume discount shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency.
3. Cumulative statewide volume discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this contract.

3.10 Ordering

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

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

3.10.1 Traffic Paint (Waterborne—Lead-Free)

Authorized Users should indicate the following information:

- Purchase orders where deferred shipments are requested by the Authorized User shall clearly detail the requirement dates.
- Contractor must promptly inform the buyer of any deferred shipment in which the requested delivery date extends beyond a current pricing period into a new scheduled price update period, so that proper pricing will be applied at the time of invoicing.

- For non-NYSDOT deferred orders, where the requested shipping dates are in excess of 90 days, a notation of pre-approval by the contractor shall be clearly noted, including date, time, and name of authorizing party. If approval was made in writing, a copy of the memo should be attached.

3.10.2 Glass Spheres for Reflectorized Pavement Marking

Authorized Users should indicate the following information:

- Type and gradation required
- Palletization requirements
- Special Marking requirements
- Instructions and address for submission of SDS

3.11 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

3.12 Minimum Order

3.12.1 Traffic Paint (Waterborne—Lead Free)

The minimum order for LOTS I & II is 3,000 gallons. This minimum may be achieved through any combination of items (totes, drums, pails) for a single location.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the Contractor's option and with the agreement of the Authorized User, shipping costs from the Contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an FOB destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

3.12.2 Glass Spheres for Reflectorized Pavement Marking

The minimum order for LOTS III & IV is 10,000 lbs net weight and the weight may be assorted among sphere types within the confines of the spheres overall classification.

Orders must be made in net weight as determined to be a multiple of stated package weight. Items designated as available in bags are to be ordered in multiples of 50 pounds. Items designated as available in box containers are to be ordered in multiples of 2,000 pounds.

Contractors may elect to honor orders for less than the minimum order.

3.13 Minimum Production Batch Size

3.13.1 Traffic Paint (Waterborne—Lead Free)

Minimum production batch size shall be 2,000 gallons for each color of paint. A batch is further defined as appropriate in the quality assurance section located in Attachment – *Specifications*, Section - *Quality Assurance Requirements*.

3.14 Invoicing and Payment

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

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

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

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

3.15 Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery* and *Shipping/Receipt of Product*.

3.15.1 Traffic Paint (Waterborne—Lead Free)

General

Delivery shall be expressed by the average (or usual) number of calendar days required to ship and complete the product delivery after receipt of a purchase order. The vendor shall be responsible for the delivery of product ordered to any location within New York State. Product will be required as soon as possible and delivery may be considered by an agency issuing a purchase order.

Unless otherwise stated on purchase order, delivery is required within 30 calendar days after contractor's receipt of purchase order. **Authorized Users may not** without prior written consent of the contractor **demand** delivery prior to 30 days after Contractor's receipt of said order.

Contract users may request scheduled deferred deliveries. With the exception of NYS Department of Transportation orders, all schedules requiring delivery to be **delayed beyond 90 days** after Contractor's receipt of order must have the prior approval of the related Contractor and with such allowance noted on the given purchase order. All deferred shipping may be subject to a price update if the requested shipment overlaps scheduled price update periods.

Each individual instance of Contractor's failure to conform to the above delivery requirements **plus 10 calendar days** (grace period) shall constitute sufficient reason to allow the affected agency to request OGS review to assess the potential for the application of Liquidated Damages. Resulting Contractor(s) are cautioned that repeated failure to deliver within the guaranteed delivery period will be sufficient cause for the OGS Procurement Services to cancel the Contract or any unit portion thereof and authorize open market purchase of applicable requirements charging any increased cost over Contract price to the Contractor's account, without the need to await passage of the stated grace period.

Shipping Dates and Delivery Time

Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order which will include an anticipated shipping date of each order

If shipment will not be made within the delivery time, Contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the product will be shipped. Notification does not negate Contractor's responsibility for shipment of product as soon as possible, nor the conditions noted under Invitation for Bids, Section - *Liquidated Damages*. Should the delay not be acceptable to the Authorized User, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

All correspondence on shipping dates and delivery time shall be directed to the ordering entities' specified contact person.

Deliveries shall be made inside the yard facility at destinations as indicated on the purchase order. Advance notice of pending shipment shall be issued in writing to the buyer at least **7 days prior to delivery**, unless shipment is being made in under one week from receipt of order. If this situation occurs, Contractor shall notify the buyer of the shipment date as soon as it is scheduled.

Actual physical arrival and delivery of material must be scheduled by the carrier, contacting and coordinating with the recipient no more than 48 hours prior to a trucks arrival at the delivery site. Delivery will be scheduled no earlier than 7:00 a.m. or later than 3:00 p.m. and will have a two-hour window of opportunity within those parameters, Tuesday through Thursday, excluding Holidays, or as otherwise agreed to as mutually acceptable between the carrier and recipient. Delivery will only be accepted within the time period scheduled. At the discretion of the Authorized User, shipments arriving outside of the scheduled time frame may be expected to reschedule the shipment (if late) or return at the originally scheduled time (if early). Any and all changes required as a result of such arrivals are at the carrier's expense.

Delivery Condition

Contractor shall make no shipment that exposes the product at any time during transit to conditions detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use." In the event that an item is delivered with a deviation or deficiency, Contractor shall correct such deficiencies **within four (4) business days** of written notification of said deficiency or deviation. Otherwise the State has the option of making the corrections independently at Contractor's expense and also imposing the Liquidated Damages clause as found herein.

Delivery Certification

Contractor shall secure a signed receipt from agency certifying to delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, Contractor will be responsible.

3.15.2 Glass Spheres for Reflectorized Pavement Marking

General

Delivery shall be expressed by the average (or usual) number of calendar days required to ship and complete the product delivery after receipt of a purchase order. Product will be required as soon as possible and delivery may be considered by an agency issuing a purchase order.

Shipping Dates and Delivery Time

Contractor shall provide written acknowledgement of orders within five (5) business days after receipt of order which will include an anticipated shipping date of each order

If shipment will not be made within the delivery time, Contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the product will be shipped. Should the delay not be acceptable to the Authorized User, appropriate Contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

All correspondence on shipping dates and delivery time shall be directed to the ordering agency's contact person.

Delivery Conditions

Contractor shall be responsible to make no shipment of the product that will be exposed to conditions during transit, detrimental to the product. Product must be delivered strictly in accordance with specifications and shall be "Ready for Use."

Delivery Certification

Contractor shall secure a signed receipt from agency certifying to delivery of product. In the event deficiencies are later noted and a properly signed receipt is not available, Contractor will be responsible.

Certificate of Analysis

Contractor is required to submit with each delivery a 'Notarized' and 'Certified' Certificate of Analysis, which will indicate the refractive index, percent roundness and sieve gradation of the delivered materials.

Shipping, Packing, Marking, and Palletization

Shipping shall be only by covered trailers in order to maintain sphere dryness. The glass spheres shall be packed either in bags containing 50 lbs. net or cardboard boxes containing 2,000 lbs. net. Contractor shall be responsible for the proper delivery of the glass spheres, in specified containers. The containers shall not affect its contents. Bags or boxes of glass spheres shall not contain foreign contaminants.

If bags are used, they shall be either a standard cemented center seam, plastic lined, burlap bag, or plastic lined paper bags. A bag shall contain 50 lbs. net weight. If required by ordering agency, the bags shall be packed and delivered on disposable pallets, forty (40) bags to a pallet (2,000 lbs.).

If cardboard boxes are used, they should be moisture resistant, multi-wall, five (5) wall box constructed new cardboard containers consisting of a box and a poly-liner to exclude moisture. **Boxes must have sufficient integrity to be stackable with visible indication of maximum stacking quantity.** Reusable boxes are unacceptable. Cardboard boxes shall be delivered on a skid or pallet. All pallets shall be constructed to allow use of forklifts.

The bags and boxes shall be marked with the name and address of the manufacturer and name and net weight of the material, the glass sphere coating type, the lot and/or batch number, and the date of manufacture (mm / yy).

The ordering agency shall have sufficient justification to reject bags or boxes of glass spheres that are: covered with water, supplied in improper containers, contaminated with foreign materials, or supplied on broken skids or pallets. Rejected glass spheres shall be replaced within seven (7) calendar days of the date of rejection notice.

LOT IV: Glass Spheres with Drying Agent

The packages shall be marked with the name and address of the manufacturer and name and net weight of the material, the material name, the lot and/or batch number, and the date of manufacture (mm /yy) and be secured on disposable pallets, 40 bags to a pallet (2,000 lbs.). The pallets shall be constructed to allow use of forklifts.

Shipping shall be only by covered trailers in order to maintain product dryness.

The compound shall be packed in bags and Contractor shall be responsible for the proper delivery thereof. The containers shall not affect its contents, nor contain foreign contaminants. Bags shall be either standard cemented center seam, plastic-lined burlap bags, or plastic-lined paper bags. A bag shall contain 50 lbs. net weight.

The ordering agency shall have sufficient justification to reject bags of compound that are covered with water, supplied in improper containers, contaminated with foreign materials, or supplied on broken skids or pallets. Rejected items shall be replaced within seven (7) calendar days of the date of rejection notice.

3.16 Liquidated Damages

In the event of a delay or default in any delivery for items contracted under Lots I and II, providing such delay or default is not directly attributable to a material fault of the ordering agency, an agency shall be entitled to and shall assess against the vendor as liquidated damages, a sum calculated as follows:

Two-hundred fifty dollars ($250.00) per business day, not as a penalty but as liquidated damages, for each color of paint, to compensate for delay and other losses, detriments and inconveniences attendant upon such delay from the grace period, commencing from the time delivery was due under the Contract. Saturdays, Sundays, and NYS Holidays will be excluded from the computations for the assessment of Liquidated Damages.

A grace period of ten (10) business days commencing on and including the Contract date for delivery, shall be extended to the vendor prior to the assessment of such liquidated damages. Assessment of liquidated damages will then commence on the forty-fifth (45th) calendar day after placement of the purchase order by mail, or 41 calendar days after placement electronically. Notice is hereby given to the vendor that despite the extensions of the grace period herein specified, time shall be and is of the essence in regard to the delivery of these products to the Authorized User.

The actual delivery date of each color will be used in computing the total amount of liquidated damages on a purchase order. Liquidated damages, if assessed, shall be deducted from payments due Contractor for each color of paint on each invoice for purchase orders that are delivered late.

3.16.1 Additional Notes for Traffic Paint (Waterborne –Lead-Free)

Whereas shipments of paint may not commence at the beginning of an annual painting season until the season's initial manufacturing run has been tested and independently certified as meeting the required specifications, such testing and any delays caused as a result of the testing process negate the liquidated damages clause.

Once initial shipments have been approved for release, the terms of this clause become active. However, should any such initial delays be caused by the failure of Contractor to deliver the required sample requirements in a timely manner, or of the product to meet the stated specifications and requirements, Contractor may be held liable for Liquidated Damages as stated here in.

3.17 Product Returns and Exchanges

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

3.18 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

3.19 Contract Administration

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact. Contractor must notify OGS within five Business Days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

3.20 NYS Financial System (SFS)

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

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

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

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: http://www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

3.21 N.Y. State Finance Law § 139-l

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: https://www.ny.gov/combating-sexual-harassment-workplace/employers.

Pursuant to N.Y. State Finance Law § 139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – *NYS Required Certifications*, which Bidder must submit with its bid.

3.22 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

3.23 Report of Contract Usage

Contractor shall submit Attachment – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, in accordance with the schedule listed in the table below.

Report	From	To	Report Due Date
1	Contract Start	9/30/2022	10/15/2022
2	10/1/2022	3/31/2023	4/15/2023
3	4/1/2023	9/30/2023	10/15/2023
4	10/1/2023	3/31/2024	4/15/2024
5	4/1/2024	9/30/2024	10/15/2024
6	10/1/2024	3/31/2025	4/1/2025
7	4/1/2025	9/30/2025	10/15/2025
8	10/1/2025	Contract End	7/1/2026

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

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

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

3.24 Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

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

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these

purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with

regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

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

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/MWBE

3.25 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

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

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

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

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/Veterans/

3.26 Use of Recycled or Remanufactured Materials

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

3.27 Environmental Attributes and NYS Executive Order Number 4

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

3.28 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

3.29 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

3.30 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

3.31 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User.
Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

3.32 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at http://www.osc.state.ny.us/vendors/index.htm or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system.

Vendors must provide their NYS Vendor ID Number when enrolling. For information on how to request assignment of an NYS Vendor ID, see the NYS Vendor File Registration section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

3.33 "OGS or Less" Guidelines

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

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

3.34 Non-State Agencies Participation in Centralized Contracts

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

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

3.35 Extension of Use

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

3.36 Resellers

A. Definitions

Reseller is a company or individual (merchant) that purchases goods or services with the intention of selling them rather than consuming or using them. Also known as Value Added Reseller (VAR) or channel partner. Resellers must be eligible to quote statewide, independently and lower than manufacturer (Contract) pricing for procurements under resulting Contracts. Reseller must also be able to accept orders, invoice and receive payment for Products.

NOTE: This clause is not applicable to manufacturer's authorized resellers that submit a bid and are awarded as a prime contract holder on this contract.

B. Conditions of Reseller Participation

Resellers must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Resellers and their participation under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that:

1. such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement;
2. all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term;
3. those qualifying criteria met by the Reseller must be identified in Reseller designations submitted by email to the OGS Procurement Services Contract Manager at the time that Reseller approval is requested; and,
4. Immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order.

C. Designation of Resellers

When Resellers are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses and Federal Identification numbers in the format requested by email . Contractor shall also specify whether orders must be placed directly with Contractor, or may be placed directly with designated Resellers.

D. Responsibility for Reporting/Performance

Contractor shall be fully liable for a Reseller's performance and compliance with all Contract terms and conditions. Product purchased through a Reseller must be reported by Contractor in the required sales reports to the State as a condition of payment. In addition to inclusion of Reseller volume in the Contractor's sales reporting obligation to the State, at the request of an Authorized User, the Reseller shall provide the Authorized User with reports of the individual Authorized User's Contract activity with the Reseller.

E. Applicability of Contract Terms

Product ordered directly through Resellers shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

3.37 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

3.38 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

3.39 Traffic Infractions

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

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

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

Contract No.:_____ **Contractor.**_____

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

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

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

CONTRACTOR

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

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return via email to Brandy.Alden@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Attn: Brandy Alden
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

Authorized User - Important Notes:

Use of the Quick Quote form on this contract is **MANDATORY**. The form can be found on the award page at the OGS website: https://ogs.ny.gov/award-23252

Authorized Users may request a quote from ***any or all Contractors listed*** on this award.

Prices listed on this award are considered to be not-to-exceed prices and awarded Contractors may provide lower pricing in response to Quick Quotes if applicable

Group 38604 Award 23252
LOT I - Traffic Paint (Waterborne -- Lead-Free) WHITE

PRICING (REVISED March 1, 2026)

Guaranteed Delivery: 30 Days **Shelf Life:** 12 Months **Wet Mil Paint Application:** 15 mil

Contractor	Price per Gallon (by Container Size)			Manufacturer's Product Name	Product Identification Number	Address of Facility to Supply Paint
	5-gallon pail	55-gallon drum	275-gallon tote			
PC69550 - Ennis-Flint Inc	**$11.66**	**$9.90**	**$9.46**	WB WHT NY FAST DRY NYM-21-M-1	983201	4400 Vawter Ave, Richmond, VA 23222
PC69551 - Ozark Materials LLC	**$13.88**	**$12.14**	**$12.14**	White NY Type 1	14240	3112 S Boots St Marion IN 46953 591 Glendale Ave Greenville, AL 36033
PC69554 - The Sherwin-Williams Company	**$10.35**	**$10.21**	**$9.76**	Hotline Waterborne White	TM2174	2325 Hollins Ferry Rd, Baltimore MD 21230

Authorized User - Important Notes:

Use of the Quick Quote form on this contract is **MANDATORY**. The form can be found on the award page at the OGS website: https://ogs.ny.gov/award-23252

Authorized Users may request a quote from ***any or all Contractors listed*** on this award.

Prices listed on this award are considered to be not-to-exceed prices and awarded Contractors may provide lower pricing in response to Quick Quotes if applicable.

Group 38604 Award 23252
LOT II - Traffic Paint (Waterborne -- Lead-Free) ORGANIC YELLOW

PRICING (Revised March 1, 2026)

Guaranteed Delivery: 30 Days **Shelf Life:** 12 Months **Wet Mil Paint Application:** 15 mil

Contractor	Price per Gallon (by Container Size)			Manufacturer's Product Name	Product Identification Number	Address of Facility to Supply Paint
	5-gallon pail	55-gallon drum	275-gallon tote			
PC69550 - Ennis-Flint Inc	**$13.76**	**$12.42**	**$11.93**	WB YEL NY FAST DRY NYY-21-M-6	983212	4400 Vawter Ave, Richmond, VA 23222
PC69551 - Ozark Materials LLC	**$13.88**	**$12.54**	**$12.54**	Yellow NY Type I	24240	3112 S Boots St Marion IN 46953 591 Glendale Ave Greenville, AL 36033
PC69554 - The Sherwin-Williams Company	**$13.14**	**$12.93**	**$12.43**	Hotline Waterborne Yellow	TM2317	2325 Hollins Ferry Rd, Baltimore MD 21230

Authorized User - Important Notes:

Use of the Quick Quote form on this contract is **MANDATORY**. The form can be found on the award page at the OGS website: https://ogs.ny.gov/award-23252

Authorized Users may request a quote from ***any or all Contractors listed*** on this award

Prices listed on this award are considered to be not-to-exceed prices and awarded Contractors may provide lower pricing in response to Quick Quotes if applicable.

Group 38604 Award 23252
LOT III - Type I Glass Spheres (with Moisture Resistant Coating)

PRICING (Revised March 1, 2026)

Contractor	Order Quantity	Price per pound (50lb bag OR 2,000lb carton)	Address of Facility to Supply Glass Spheres
PC69551 - Ozark Materials LLC	Full Truckload: 44,000lbs or more	**$0.469**	1557 Hwy 25 N. Millen, GA 30442
	Less than Truckload: 22,000lbs to 43,950lbs	**$0.522**	
	Less than Truckload: 10,000lbs to 21,950lbs	**$0.522**	
PC69552 - Potters Industries LLC	Full Truckload: 44,000lbs or more	**$0.420**	Potsdam Plant 56 Reynolds Road, Norwood, NY 13668 Muscatine Plant 4907 55th Ave West, Progress Park, Muscatine, IA 52761
	Less than Truckload: 22,000lbs to 43,950lbs	**$0.439**	
	Less than Truckload: 10,000lbs to 21,950lbs	**$0.495**	

Authorized User - Important Notes:

Use of the Quick Quote form on this contract is **MANDATORY**. The form can be found on the award page at the OGS website: https://ogs.ny.gov/award-23252

Authorized Users may request a quote from ***any or all Contractors listed*** on this award.

Prices listed on this award are considered to be not-to-exceed prices and awarded Contractors may provide lower pricing in response to Quick Quotes if applicable.

Group 38604 Award 23252
LOT IV - Glass Spheres with Drying Agent

PRICING (REVISED March 1, 2026)

Contractor	Order Quantity	Price per pound (50lb bag)	Address of Facility to Supply Glass Spheres
PC69552 - Potters Industries LLC	Full Truckload: 44,000lbs or more	**$2.13**	Potsdam Plant 56 Reynolds Road, Norwood, NY 13668 Muscatine Plant 4907 55th Ave West, Progress Park, Muscatine, IA 52761
	Less than Truckload: 22,000lbs to 43,950lbs	**$2.27**	
	Less than Truckload: 10,000lbs to 21,950lbs	**$2.57**	

Group 38604 Award 23252
Traffic Paint (Waterborne--Lead-Free) & Glass Spheres for Reflectorized Pavement Marking (Various Types) (Statewide)

CONTRACTOR INFORMATION

	Contact for NYS Contract Orders	Emergency Contact Info & Contact for Container Return
PC69550 Ennis-Flint Inc *Contractor **does not** accept orders using NYS Procurement Card* *Contractor **does not** accept orders for less than the minimum*	Toll Free #: 800-331-8118 Phone #: 336-308-3794 Contact: Kelli AH-Keen Title: Contract Administrator Email: KAH-Keen@ppg.com **Hours: 8:00AM - 5:00PM EST (M-F)**	Phone #: 214-874-7226 Contact: Don Vermeer Title: Government Sales Director Email: don@ppg.com

	Contact for NYS Contract Orders & Container Return (Traffic Paint only)	Emergency Contact Info
PC69551 Ozark Materials LLC *Contractor accepts NYS Procurement Card on orders up to $50,000* *Contractor accepts orders for less than the minimum*	Phone #: 334-368-1655 Contact: Noel Seale Title: Bid Coordinator Email: s-bids@ingevity.com **Hours: 8:00AM - 5:00PM CST (M-F)**	Phone #: 913-335-5110 Contact: Bob Hanson Title: VP of Sales Email: bob.hanson@ingevity.com

	Contact for NYS Contract Orders	Emergency Contact Info
PC69552 Potters Industries LLC *Contractor accepts NYS Procurement Card for orders from $5,000 to $50,000* *Contractor **does not** accept orders for less than the minimum*	Toll Free #: 800-552-3237 Phone #: 445-895-3236 Contact: Becky Tarkenton Title: Bid Administrator Email: Becky.Tarkenton@pottersindustries.com **Hours: 8:00AM - 4:30PM EST (M-F)**	Phone #: 445-240-2532 Contact: Scott Mills Title: Regional Salesman Email: Scott.Mills@pottersindustries.com

	Contact for NYS Contract Orders & Emergency Contact	Contact for Container Return
PC69554 The Sherwin-Williams Company *Contractor accepts NYS Procurement Card on orders up to $50,000* *Contractor accepts orders for less than the minimum*	Toll Free #: 800-597-2929 Contact: Inside Sales Email: hwyinsidesales@sherwin.com **Hours: 8:00AM - 5:00PM EST (M-F)**	Toll Free #: 800-774-6956 Contact: Mauser Packaging Solutions Email: inboundpickup@mauserpackaging.com

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/10

RESOLUTION AMENDING VARIOUS SNOW AND ICE REMOVAL AGREEMENTS – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/385/25 authorized agreements with various Municipalities for Snow and Ice Removal for the period of October 1, 2025 through April 30, 2026 at a maximum total expenditure not to exceed $65,000.00; and

WHEREAS, Due to the above average snowfall than normal winter season, which caused the Municipalities to exceed the original amount allocated, the maximum total expenditure needs to be increased to a cost not to exceed $88,305.00; and

WHEREAS, All payments made to these municipalities under the terms of the agreement shall be paid from the 2026 Rensselaer County Adopted Budget via appropriation code D.5142.04800; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign amended agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution:____X_____ P Resolution:_____

Title of Legislation: AMEND SNOW & ICE RESOLUTION AMOUNT

Requested by: _____HIGHWAY_____

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $__30,251.98_ ____ Year 2025
$__58,053.00_____year 2026

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes ____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ _30,251.98 (2025)_____ and ongoing $_____58,053.00 (2026)_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No _____X___

4) Length of expense or project (one time only, ongoing, etc.): Oct 1st 2025-April 30th 2026

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: It is labor-cost and traffic-safety effective to designate short county road sections that are already traversed by town highway plows trucks to engage in plow operations of these county roads segments

Department Head:

_____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/385/25

RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL - HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The County of Rensselaer has historically contracted with a number of towns for snow plowing, salting, and sand application on various segments of County roads; and

WHEREAS, The Rensselaer County Engineer has recommended the execution of similar agreements with the Towns of Brunswick, East Greenbush, Petersburgh, Poestenkill, Schaghticoke and Schodack; and

WHEREAS, The Highway Department seeks Legislative approval to enter into agreements with the various County Municipalities noted above for snow and ice removal for the period of October 1, 2025 through April 30, 2026; and

WHEREAS, Payments made to these County Municipalities under the terms of these agreements shall be paid from the Highway Department's operating budget code D.5142.04800, to a maximum total expenditure of $65,000.00; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above described agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes: 19
Nays: 0
Abstain: 0
October 14, 2025

Clerk of the Legislature

Sent to County Executive 10/15/25

Received from County Executive 10/16/25

Jessica L. Chase
Clerk of the Legislature

Executive Action

Approved ✓ **Date** 10/15/25

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the14th day of October, 2025 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 16th day of October, 2025, located at 99 Troy Road, East Greenbush, New York, and became effective on the 15th day of August.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 16th day of October, 2025

Seal

Jessica L. Charette

Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

Town Of Brunswick

Town Office Road

North Lake-RT 142-RT 7 Hoosic St.

RENSSELAER COUNTY
SNOW REMOVAL PATROL

DATE Sat Feb 7, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time County Road From	To	1 Regular Total hours	1.5 Overtime Total hours	HOLIDAYS 2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1						$57.49	$ -
John Hudson	1.5	4:00 AM	11:00 AM		2		$86.23	$ 172.46
John Hudson	2						$114.97	$ -
Kevin Anders	1						$70.31	$ -
Kevin Anders	1.5	4:00 AM	11:00 AM		2		$105.46	$ 210.92
Kevin Anders	2						$140.61	$ -
Mike Bayly	1						$81.77	$ -
Mike Bayly	1.5	4:00 AM	11:00 AM		2		$122.65	$ 245.30
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	2	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$140.46
# 42- Town Office Rd.	2	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$150.36
Loader	1						$40.32	$40.32
Materials				$/Ton	Increase	$/ton	Tons	
Sand				$7.35			0	$ -
Salt				$59.99	$0.22	$60.21	0	$ -
Salt/Sand 30%/70%				$23.15		$23.15	10	$ 231.50

Total Dollars/labor/equipment/materials $ 1,191.32

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER

Snow condition

Highway Superintendant

Michael Bayly 2.13.26

Michael Bayly

Town Of Brunswick

RENSSELAER COUNTY
SNOW REMOVAL PATROL

Town Office Road

North Lake-RT 142-RT 7 Hoosic St.

DATE Weds Feb 11,2026

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time County Road From	To	1 Regular Total hours	1.5 Overtime Total hours	HOLIDAYS 2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1						$57.49	$ -
John Hudson	1.5	4:00 AM	7:00 AM		2		$86.23	$ 172.46
John Hudson	2						$114.97	$ -
Kevin Anders	1						$70.31	$ -
Kevin Anders	1.5	4:00 AM	7:00 AM		2		$105.46	$ 210.92
Kevin Anders	2						$140.61	$ -
Mike Bayly	1						$81.77	$ -
Mike Bayly	1.5	4:00 AM	7:00 AM		2		$122.65	$ 245.30
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	2	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$140.46
# 42- Town Office Rd.	2	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$150.36
Loader	1						$40.32	$40.32
Materials				$/Ton	Increase	$/ton	Tons	
Sand				$7.35			0	$ -
Salt				$59.99	$0.22	$60.21	0	$ -
Salt/Sand 30%/70%				$23.15		$23.15	10	$ 231.50
						Total Dollars/labor/equipment/materials		$ 1,191.32

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER

Snow condtion

Highway Superintendant

Michael Bayly - 2.13.26

Michael Bayly

Town Of Brunswick

RENSSELAER COUNTY
SNOW REMOVAL PATROL

Town Office Road

North Lake-RT 142-RT 7 Hoosic St.

DATE Fri Feb 20,2026

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time County Road From	To	1 Regular Total hours	1.5 Overtime Total hours	HOLIDAYS 2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1	2:00 PM	6:00PM	1			$57.49	$ 57.49
John Hudson	1.5						$86.23	$ -
John Hudson	2						$114.97	$ -
Kevin Anders	1	2:00 PM	6:00PM	1			$70.31	$ 70.31
Kevin Anders	1.5						$105.46	$ -
Kevin Anders	2						$140.61	$ -
Mike Bayly	1	2:00 PM	6:00PM	1			$81.77	$ 81.77
Mike Bayly	1.5						$122.65	$ -
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	1	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$70.23
# 42- Town Office Rd.	1	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$75.18
Loader	1						$40.32	$40.32
Materials				$/Ton	Increase	$/ton	Tons	
Sand				$7.35			0	$ -
Salt				$59.99	$0.22	$60.21	0	$ -
Salt/Sand 30%/70%				$23.15		$23.15	10	$ 231.50
						Total Dollars/labor/equipment/materials		$ 626.80

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER snow condtion

Highway Superintendant

Michael Bayly

Town Of Brunswick

RENSSELAER COUNTY
SNOW REMOVAL PATROL

Town Office Road
North Lake-RT 142-RT 7 Hoosic St.

DATE-- Sat --Feb 21,2026

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time County Road From	To	1 Regular Total hours	1.5 Overtime Total hours	HOLIDAYS 2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1						$57.49	$ -
John Hudson	1.5	4:00 AM	7:00 AM		1		$86.23	$ 86.23
John Hudson	2						$114.97	$ -
Kevin Anders	1						$70.31	$ -
Kevin Anders	1.5	4:00 AM	7:00 AM		1		$105.46	$ 105.46
Kevin Anders	2						$140.61	$ -
Mike Bayly	1						$81.77	$ -
Mike Bayly	1.5	4:00 AM	7:00 AM		1		$122.65	$ 122.65
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	1	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$70.23
# 42- Town Office Rd.	1	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$75.18
Loader	1						$40.32	$40.32
Materials								
Sand				$/Ton	Increase	$/ton	Tons	
Salt				$7.35			0	$ -
Salt/Sand 30%/70%				$59.99	$0.22	$60.21	0	$ -
				$23.15		$23.15	10	$ 231.50

Total Dollars/labor/equipment/materials $ 731.57

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER

Snow condtion

Highway Superintendant

Michael D Bayly

Michael Bayly

Town Of Brunswick

Town Office Road
North Lake-RT 142-RT 7 Hoosic St.

RENSSELAER COUNTY
SNOW REMOVAL PATROL

DATE Mon Feb 23,2026

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time County Road From	To	1 Regular Total hours	1.5 Overtime Total hours	HOLIDAYS 2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1	7:00AM	3:30 PM	2			$57.49	$ 114.98
John Hudson	1.5	4:00 AM	7:00 AM		1		$86.23	$ 86.23
John Hudson	2						$114.97	$ -
Kevin Anders	1	7:00AM	3:30 PM	2			$70.31	$ 140.62
Kevin Anders	1.5	4:00 AM	7:00 AM		1		$105.46	$ 105.46
Kevin Anders	2						$140.61	$ -
Mike Bayly	1	7:00AM	3:30 PM	2			$81.77	$ 163.54
Mike Bayly	1.5	4:00 AM	7:00 AM		1		$122.65	$ 122.65
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	2	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$140.46
# 42- Town Office Rd.	2	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$150.36
Loader	1						$40.32	$40.32
Materials				$/Ton	Increase	$/ton	Tons	
Sand				$7.35				$ 7.35
Salt				$69.99	$0.22	$70.21		$ -
Salt/Sand 30%/70%				$23.15		$23.15	10	$ 231.50
							Total Dollars/labor/equipment/materials	$ 1,303.47

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER Snow condtion

Highway Superintendant

Michael Bayly

Michael Bayly

Town Of Brunswick

Town Office Road

North Lake-RT 142-RT 7 Hoosic St.

RENSSELAER COUNTY
SNOW REMOVAL PATROL

DATE Tues-- March 3,202(

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time County Road From	To	1 Regular Total hours	1.5 Overtime Total hours	2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1						$57.49	$ -
John Hudson	1.5	3:30 PM	8:00PM		2		$86.23	$ 172.46
John Hudson	2						$114.97	$ -
Kevin Anders	1						$70.31	$ -
Kevin Anders	1.5	3:30 PM	8:00PM		2		$105.46	$ 210.92
Kevin Anders	2						$140.61	$ -
Mike Bayly	1						$81.77	$ -
Mike Bayly	1.5	3:30 PM	8:00PM		2		$122.65	$ 245.30
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	2	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$140.46
# 42- Town Office Rd.	2	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$150.36
Loader	1						$40.32	$40.32
Materials				$/Ton	Increase	$/ton	Tons	
Sand				$7.35			0	$ -
Salt				$59.99	$0.22	$60.21	0	$ -
Salt/Sand 30%/70%				$23.15		$23.15	10	$ 231.50
						Total Dollars/labor/equipment/materials		$ 1,191.32

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER: snow and ice condtion

Highway Superintendant

Michael Bayly

Michael Bayly

Town Of Brunswick

Town Office Road
North Lake-RT 142-RT 7 Hoosic St.

RENSSELAER COUNTY
SNOW REMOVAL PATROL

DATE **Weds- March 4,2026**

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time From	Time To	1 Regular Total hours	1.5 Overtime Total hours	HOLIDAYS 2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1	7:00 AM	11:00 AM	1			$57.49	$ 57.49
John Hudson	1.5						$86.23	$ -
John Hudson	2						$114.97	$ -
Kevin Anders	1	7:00 AM	11:00 AM	1			$70.31	$ 70.31
Kevin Anders	1.5						$105.46	$ -
Kevin Anders	2						$140.61	$ -
Mike Bayly	1	7:00 AM	11:00 AM	1			$81.77	$ 81.77
Mike Bayly	1.5						$122.65	$ -
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	1	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$70.23
# 42- Town Office Rd.	1	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$75.18
Loader	1						$40.32	$40.32
Materials				$/Ton	Increase	$/ton	Tons	
Sand				$7.35			0	$ -
Salt				$59.99	$0.22	$60.21	0	$ -
Salt/Sand 30%/70%				$23.15		$23.15	10	$ 231.50
						Total Dollars/labor/equipment/materials		$ 626.80

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER ice condtion

Highway Superintendant

Michael Bayly

Michael Bayly

Town Of Brunswick

Town Office Road

North Lake-RT 142-RT 7 Hoosic St.

RENSSELAER COUNTY
SNOW REMOVAL PATROL

DATE Fri --March 6,2026

EQUIPMENT OPERATOR'S DAILY REPORT

Labor/Name		Time From	Time To	1 Regular Total hours	1.5 Overtime Total hours	HOLIDAYS 2 Overtime Total Hours	2024 Hourly Rate	Total Dollars
Gordon Kneer	1						$62.42	$ -
Gordon Kneer	1.5						$93.63	$ -
Gordon Kneer	2						$124.84	$ -
Phil Arnold	1						$57.87	$ -
Phil Arnold	1.5						$86.80	$ -
Phil Arnold	2						$115.74	$ -
John Hudson	1						$57.49	$ -
John Hudson	1.5	4:00 AM	7:00 AM		1		$86.23	$ 86.23
John Hudson	2						$114.97	$ -
Kevin Anders	1						$70.31	$ -
Kevin Anders	1.5	4:00 AM	7:00 AM		1		$105.46	$ 105.46
Kevin Anders	2						$140.61	$ -
Mike Bayly	1						$81.77	$ -
Mike Bayly	1.5	4:00 AM	7:00 AM		1		$122.65	$ 122.65
Mike Bayly	2						$163.54	$ -

Equipment/Truck Number	HRS.	Truck	Plow	Wing	Sander	Radio	Total $/Hr.	
# 30- N. & S. Lake	1	$56.65	$5.12	$3.12	$5.07	$0.27	$70.23	$70.23
# 42- Town Office Rd.	1	$62.03	$4.69	$3.12	$5.07	$0.27	$75.18	$75.18
Loader	1						$40.32	$40.32
Materials				$/Ton	Increase	$/ton	Tons	
Sand				$7.35			0	$ -
Salt				$59.99	$0.22	$60.21	0	$ -
Salt/Sand 30%/70%				$23.15		$23.15	10	$ 231.50

Total Dollars/labor/equipment/materials $ 731.57

*Rate is determined each week
From Thursday --> Following Wednesday

WEATHER ice condtion

Highway Superintendant

Michael Bayly

3-Mar-26 East Greenbush TASK: Salting& Plowing

LABORER NAMES	TRK NO.	ROAD NAME ROUTE NO.	TIME FROM	TIME TO	REG 1	OT 1.5	RATE REG	RATE OT	TOTAL COST
L. Speed	18	Phillips Rd	3:00 PM	3:30 PM		0.5		$63.11	$31.56
M Walsh		57	3:00 PM	3:30 PM		0.5		$70.09	$35.05
J. Silliman	15	Sherwood Ave	3:00 PM	3:30 PM		0.5		$64.75	$32.38
R. Rigsbee		59	3:00 PM	3:30 PM		0.5		$62.38	$31.19
J. Silliman	15	Hampton Ave	3:00 PM	3:30 PM		0.5		$65.75	$32.88
R. Rigsbee		60	3:00 PM	3:30 PM		0.5		$62.38	$31.19
M. Defrias	10	Old Red Mill Rd	3:00 PM	3:30 PM		0.5		$79.66	$39.83
J. Walsh		63	3:00 PM	3:30 PM		0.5		$82.49	$41.25
									$275.31

EQUIPMENT TOTALS	TRUCK NO.	HOURS	RATE	PLOW	SANDER	RADIO	DE-ICING	AUTO SPRD	SUB TOT	TOTAL HOURLY
TRUCK	18	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK	15	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK	15	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK	10	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK							$ -		$ -	
EQUIPMENT SUBTOTAL										$ 263.36

MATERIALS	TRIPS	BASE RATE	DELIVERY	TOTAL TONAGE	TOTAL COST
SALT (2.9 TONS PER TRIP)	1	$ 69.06	$ 0.41	2.9	$ 212.86
MATERIAL SUBTOTAL					

TOTAL DUE	$751.53

6-Mar-26 East Greenbush TASK: Salting& Plowing

LABORER NAMES	TRK NO.	ROAD NAME / ROUTE NO.	TIME FROM	TIME TO	REG 1	OT 1.5	RATE REG	RATE OT	TOTAL COST
L. Speed	18	Phillips Rd	5:00 AM	5:30 AM		0.5		$63.11	$31.56
T. Cavagnaro		57	5:00 AM	5:30 AM		0.5		$69.33	$34.67
J. Silliman	15	Sherwood Ave	5:00 AM	5:30 AM		0.5		$64.75	$32.38
R. Rigsbee		59	5:00 AM	5:30 AM		0.5		$62.38	$31.19
J. Silliman	15	Hampton Ave	5:00 AM	5:30 AM		0.5		$64.75	$32.38
R. Rigsbee		60	5:00 AM	5:30 AM		0.5		$62.38	$31.19
A. Eyerman	10	Old Red Mill Rd	5:00 AM	5:30 AM		0.5		$64.25	$32.13
D. Nolette		63	5:00 AM	5:30 AM		0.5		$63.49	$31.75
									$257.22

EQUIPMENT TOTALS	TRUCK NO.	HOURS	RATE	PLOW	SANDER	RADIO	DE-ICING	AUTO SPRD	SUB TOT	TOTAL HOURLY
TRUCK	18	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK	15	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK	15	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK	10	0.5	$ 94.94	$ 25.89	$ 8.10	$ 0.25	$ -	$ 2.50	$ 131.68	$ 65.84
TRUCK							$ -		$ -	
EQUIPMENT SUBTOTAL										$ 263.36

MATERIALS	TRIPS	BASE RATE	DELIVERY	TOTAL TONAGE	TOTAL COST
SALT (2.9 TONS PER TRIP)	1	$ 69.06	$ 0.41	2.9	$ 212.86
MATERIAL SUBTOTAL					

TOTAL DUE	$733.44

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/1 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4X4	49.75	8.50	6.50	.25	65.00	
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25	83.55	
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25	83.55	
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25	80.55	

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 60.00

Rate is determined each week from Thursday through following Wednesday. Total 368.26

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/2 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4X4	49.75	8.50	6.50	.25	65.00	
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25	83.55	
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25	83.55	
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25	80.55	

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 60.00

Total 368.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow/ice

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/4 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4X4	49.75	8.50	6.50	.25	65.00	
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25	83.55	
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25	83.55	
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25	80.55	

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 74.00

Total 382.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/5 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6x6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4x4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.00
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 65.00

Rate is determined each week from Thursday through following Wednesday. Total 373.26

HIGHWAY SUPERINTENDENT: David M. Hewitt

WEATHER: Snow/ice

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/6 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4X4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 70.00

Rate is determined each week from Thursday through following Wednesday. Total 378.26

HIGHWAY SUPERINTENDENT: David M. Hewitt

WEATHER: Snow/ice

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/7 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	2	65.63
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	2	63.14

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25	95.00	190.00
1998 INT 4800 4X4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	271.98
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 590.75
material: salt/sand 140.00

Rate is determined each week from Thursday through following Wednesday. Total 730.75

HIGHWAY SUPERINTENDENT: David W. Hewitt Jr

WEATHER: extreme icing

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/12 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38		39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89		37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6x6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4x4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 65.00
Total 373.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/19 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4x4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 75.00

Rate is determined each week from Thursday through following Wednesday. Total 383.26

HIGHWAY SUPERINTENDENT: _____

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/22 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6x6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4x4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 75.00

Rate is determined each week from Thursday through following Wednesday. Total 383.26

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/23 , 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6x6 (wing)	79.75	8.50	6.50	.25	95.00	95.00
1998 INT 4800 4x4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	135.99
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 75.00

Rate is determined each week from Thursday through following Wednesday. Total 383.26

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/25 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
				.25	95.00	95.00
2008 INT 5600 6X6 (Wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV 513 4x2 (Wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 75.00
Total 383.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/26 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
				.25	95.00	95.00
2008 INT 5600 6x6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4x4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV 513 4x2 (wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

	308.26
	75.00

TOTAL AMOUNT Labor + Equipment: material: salt/sand

Total 383.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/27 , 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
				.25	95.00	95.00
2008 INT 5600 6X6 (twin)	79.75	8.50	6.50	.25		
1998 INT 4800 4x4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (twin)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 75.00
Total 383.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: 1/29 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89	1	
Highway Department Employee (3)	Roland Maynard	25.25	37.89		37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

	308.26
	75.00

TOTAL AMOUNT Labor + Equipment: material: salt/sand

Total 383.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: Feb 7 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	2	65.63
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	2	63.14

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25	95.00	190.00
1998 INT 4800 4X4	49.75	8.50	6.50	.25		
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25	135.99	271.98
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

	590.75
	62.00

TOTAL AMOUNT Labor + Equipment: material: salt/sand — Total 652.75

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David M. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: Feb 11 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
				.25	95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4x4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 62.00
Total 370.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: Feb 12 , 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 70.00
Total 378.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: Feb 21, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
			6.50	.25	95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4x4	49.75	8.50	6.50	.25	135.99	135.99
2005 INT HV613 4x2 (wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 70.00
Total 378.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: _____

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: Feb 23, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2019 Ford F650 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F650 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

	308.26
	90.00

TOTAL AMOUNT Labor + Equipment: material: salt/sand

Total 398.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: Feb 25 , 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2005 INT HV 513 4x4 (wing)	120.74	8.50	6.50	.25		
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 75.00
Total 383.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: Feb 26 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2005 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 60.00
Total 368.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: March 2 , 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	3938	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6W (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4x4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

	308.26
material: salt/sand	60.00

TOTAL AMOUNT Labor + Equipment: Total 368.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W Hewitt

WEATHER: Snow

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: March 3 , 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	3938	1	26.25
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	25.25

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 560 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 282.49
material: Salt/Sand 75.00
Total 357.49

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W Hewitt

WEATHER: Snow/icing

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St, P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: March 4 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	3938		39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89		37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 75.00
Total 383.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: snow/ice

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: March 6 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6x6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4x4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2014 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: Salt/Sand 120.00
Total 428.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Sleet/ice

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: March 13, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR:

POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	26.25
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.09	1	25.25

EQUIPMENT:

VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
					95.00	95.00
2008 INT 5600 6X6 (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4X4	49.75	8.50	6.50	.25	135.99	135.99
2005 INT HV513 4x2 (wing)	120.74	8.50	6.50	.25		
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2017 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 282.49
material: salt/sand 76.00
Total 352.49

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow 3"

Rensselaer County
SNOW REMOVAL PATROL

TOWN OF PETERSBURGH
HIGHWAY DEPARTMENT
69 Main St., P.O. Box 130
Petersburgh, NY 12138-0130
Phone: (518) 658-3541
Highway@Petersburgh.org

DATE: March 14 20 26

EQUIPMENT OPERATOR'S DAILY REPORT

LABOR: POSITION	NAME	HOURLY RATE	OVERTIME RATE (1.5)	TOTAL HOURS	TOTAL AMOUNT
Highway Superintendent	David Hewitt				
Highway Department Employee (1)	Kyle Dunlop	26.25	39.38	1	39.38
Highway Department Employee (2)	Jason Humphrey	23.25	34.89		
Highway Department Employee (3)	Roland Maynard	25.25	37.89	1	37.89

EQUIPMENT: VEHICLE	TRUCK RATE	PLOW RATE	SANDER RATE	RADIO RATE	TOTAL HOURLY RATE	TOTAL AMOUNT
				.25	95.00	95.00
2008 INT 5600 6WK (wing)	79.75	8.50	6.50	.25		
1998 INT 4800 4x4	49.75	8.50	6.50	.25	135.99	135.99
2025 INT HV513 6x2 (wing)	120.74	8.50	6.50	.25		
2019 Ford F550 4WD P1	68.30	8.50	6.50	.25		
2019 Ford F550 4WD P4	68.30	8.50	6.50	.25		
2012 Ford F350 4WD P3	65.30	8.50	6.50	.25		

TOTAL AMOUNT Labor + Equipment: 308.26
material: salt/sand 60.00
Total 368.26

Rate is determined each week from Thursday through following Wednesday.

HIGHWAY SUPERINTENDENT: David W. Hewitt

WEATHER: Snow/ice

Feb & March owe

Town of Poestenkill Snow and Ice Patrol
Jan-April 2026

Date	Worker	Time	Start	End	Hours	H.Rate	T.Dollars
Jan							
1/1/2026	DJ Goyer	Hourly	4:30am	5:30am	1	$36.77	$36.77
1/4/2026	DJ Goyer	Hourly	5:00am	6:00am	1	$36.77	$36.77
		Hourly	7:00pm	8:00pm	1	$36.77	$36.77
		Hourly	9:00pm	10:00pm	1	$36.77	$36.77
1/5/2026		Hourly	2:30pm	3:30pm	1	$36.77	$36.77
		Hourly	4:30pm	5:30pm	1	$36.77	$36.77
1/11/2026	DJ Goyer	Supvr	5:30pm	6:30pm	1	$36.77	$36.77
	Jason H	OT	5:30pm	6:30pm	1	$44.97	$44.97
	DJ Goyer	Supvr	8:00pm	9:00pm	1	$36.77	$36.77
	Jason H	OT	8:00pm	9:00pm	1	$44.97	$44.97
1/13/2026	DJ Goyer	Supvr	5:30am	6:30am	1	$36.77	$36.77
	DJ Goyer	Hourly	5:30am	6:30am	1	$36.77	$36.77
1/17/2026	DJ Goyer	Hourly	4:00am	5:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	6:30am	7:30am	1	$36.77	$36.77
	DJ Goyer	Hourly	11:30am	12:30pm	1	$36.77	$36.77
	DJ Goyer	Hourly	1:30pm	2:30pm	1	$36.77	$36.77
1/18/2026	DJ Goyer	Hourly	8:00am	9:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	10:00am	11:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	6:00pm	7:00pm	1	$36.77	$36.77
1/19/2026	DJ Goyer	Hourly	2:30am	3:30am	1	$36.77	$36.77
	DJ Goyer	Hourly	5:00am	6:00am	1	$36.77	$36.77
1/25/2026	DJ Goyer	Hourly	10:30am	11:30am	1	$36.77	$36.77
	DJ Goyer	Supvr	12:00pm	1:00pm	1	$36.77	$36.77
	Jason H	Hourly	12:00pm	1:00pm	1	$29.98	$29.98
	DJ Goyer	Hourly	3:30pm	4:30pm	1	$36.77	$36.77
	DJ Goyer	Hourly	6:30pm	7:30pm	1	$36.77	$36.77
	DJ Goyer	Hourly	10:00pm	11:00pm	1	$36.77	$36.77
1/26/2026	DJ Goyer	Hourly	2:00am	3:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	4:00am	5:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	9:30am	10:30am	1	$36.77	$36.77
	DJ Goyer	Hourly	11:30am	12:30pm	1	$36.77	$36.77
1/27/2026	DJ Goyer	Hourly	4:00am	5:00am	1	$36.77	$36.77
Feb							
2/7/2026	DJ Goyer	Hourly	4:00am	5:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	8:30am	9:30am	1	$36.77	$36.77
	DJ Goyer	Hourly	12:00pm	1:00pm	1	$36.77	$36.77
2/11/2026	DJ Goyer	Hourly	3:00am	4:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	6:00am	7:00am	1	$36.77	$36.77
2/20/2026	DJ Goyer	Hourly	11:30am	12:30pm	1	$36.77	$36.77
	DJ Goyer	Hourly	1:00pm	2:00pm	1	$36.77	$36.77
	DJ Goyer	Hourly	4:00pm	5:00pm	1	$36.77	$36.77
2/21/2026	DJ Goyer	Hourly	3:00am	4:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	5:30am	6:30am	1	$36.77	$36.77
2/23/2026	DJ Goyer	Hourly	3:30am	4:30am	1	$36.77	$36.77
	DJ Goyer	Hourly	6:00am	7:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	1:00pm	2:00pm	1	$36.77	$36.77
2/25/2026	DJ Goyer	Hourly	5:30am	6:30am	1	$36.77	$36.77
2/26/2026	DJ Goyer	Hourly	4:00am	5:00am	1	$36.77	$36.77
March							
3/1/2026	DJ Goyer	Hourly	7:00am	8:00am	1	$36.77	$36.77
	DJ Goyer	Hourly	8:30am	9:30am	1	$36.77	$36.77
	DJ Goyer	Hourly	10:30am	11:30am	1	$36.77	$36.77
3/3/2026	DJ Goyer	Hourly	12:00pm	1:00pm	1	$36.77	$36.77
	DJ Goyer	Hourly	4:00pm	5:00pm	1	$36.77	$36.77

$735.40

	Hourly	OT	Double
DJ Goyer	$36.77	N/A	N/A
Jason H	$29.98	$44.97	$59.96

Truck	
#107 Tandem	
#105 Tandem	
Number of trips	20
Rate	89
Total	1780

Materials	
Salt	20
Rate	$69.00
Total	1380
Sand	20
Rate	$10.00
Total	200

Labor	735.40
Truck	1780
Materials	1580
Grand Total	4095.40

Signature: David Goyer

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 1 2026

	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
Labor/Name							
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				½		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	½	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	1½	73.50
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 214.87

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 5 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1			2 1/2			34.68	86.70
#16 Pleasantdale 1.5							
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1 1/2			34.68	52.02
#3 Spiegletown 1.5							
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	105.57
#3 Spiegletown	1 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	63.34

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	4	196.00
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 503.63

Highway Superintendent

Shawn Hayes

Weather Snow

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 6 2026

	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
Labor/Name							
#16 Pleasantdale 1			1			34.68	34.68
#16 Pleasantdale 1.5							
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1/2			34.68	17.31
#3 Spiegletown 1.5							
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	1/2	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	1 1/2	73.50
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 188.83

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 7 2026

	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
Labor/Name							
#16 Pleasantdale 1			2			34.68	68.36
#16 Pleasantdale 1.5							
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1			34.68	34.68
#3 Spiegletown 1.5							
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2	$34.50	$4.75	$2.80	$0.18	$42.23	84.46
#3 Spiegletown	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt				
Salt/Sand/50%/50%	✓	49.00	3	147.00

Total Dollars/ Labor/ Equipment/ Materials 377.73

Highway Superintendent

Shawn Hayes

Weather FREEZING RAIN

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 15 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1			1			34.68	34.68
#16 Pleasantdale 1.5							
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1/2			34.68	17.31
#3 Spiegletown 1.5							
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	1/2	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	1 1/2	73.50
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 188.83

Highway Superintendent

Shawn Hayes

Weather FREEZING RAIN

Rensselaer County
Snow Removal Patrol

Town of Schaghticoke

Equipment Operator's Daily Report

Date JAN 17 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				2 1/2		52.02	130.05
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1 1/2		52.02	78.03
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	105.57
#3 Spiegletown	1 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	63.34

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	4	196.00
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 572.99

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 18 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1/2		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	1/2	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt				
Salt/Sand/50%/50%	✓	49.00	1 1/2	73.50

Total Dollars/ Labor/ Equipment/ Materials 214.87

Highway Superintendent Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 19 2020

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	2.5 Overtime Total Hours (Holidays)	Hourly Rate	Total Dollars
#16 Pleasantdale 1						52.02	52.02
#16 Pleasantdale 1.5				1			
#16 Pleasantdale 2.5							
#3 Spiegletown 1						52.02	26.01
#3 Spiegletown 1.5				1/2			
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	1/2	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	1 1/2	73.50
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 214.87

Highway Superintendent S. Hayes
Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 25 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				3		52.02	156.06
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				2		52.02	104.04
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	3	$34.50	$4.75	$2.80	$0.18	$42.23	126.69
#3 Spiegletown	2	$34.50	$4.75	$2.80	$0.18	$42.23	84.46

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt				
Salt/Sand/50%/50%	✓	49.00	5	245.00

Total Dollars/ Labor/ Equipment/ Materials 716.25

Highway Superintendent SL Hayes
Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date JAN 26 2026

	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
Labor/Name							
#16 Pleasantdale 1			2			34.68	69.36
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1			34.68	34.68
#3 Spiegletown 1.5				1/2		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	3	$34.50	$4.75	$2.80	$0.18	$42.23	126.69
#3 Spiegletown	1 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	63.34

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	4 1/2	220.50
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 592.60

Highway Superintendent Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date FEB 7 2020

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	2.5 Overtime Holidays Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				2 1/2		52.02	130.05
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1 1/2		52.02	78.03
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	105.57
#3 Spiegletown	1 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	63.34

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	4	196.00
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 572.99

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date FEB 10 2024

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1/2		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	1/2	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	1 1/2	73.50
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 214.87

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date FEB 11 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1			1 1/2			34.68	73.03
#16 Pleasantdale 1.5							
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1			34.68	34.68
#3 Spiegletown 1.5							
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	63.34
#3 Spiegletown	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	2 1/2	122.50
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 335.78

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date FEB 20 2026

	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
Labor/Name							
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				2 1/2		52.02	130.05
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1 1/2		52.02	78.03
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	105.57
#3 Spiegletown	1 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	63.34

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	4	196.00
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 572.99

Highway Superintendent S. Hayes
Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date FEB 20 2020

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				2 1/2		52.02	130.05
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1 1/2		52.02	78.03
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	105.57
#3 Spiegletown	1 1/2	$34.50	$4.75	$2.80	$0.18	$42.23	63.34

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	4	196.00
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 372.99

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date FEB 21 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1/2		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	1/2	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt				
Salt/Sand/50%/50%	✓	49.00	1 1/2	73.50

Total Dollars/ Labor/ Equipment/ Materials 214.87

Highway Superintendent

Shawn Hayes

Weather SNOW

Rensselaer County
Snow Removal Patrol

Town of Schaghticoke

Equipment Operator's Daily Report

Date FEB 23 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	Holidays 2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1			1			34.68	34.68
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1/2			34.68	17.34
#3 Spiegletown 1.5				1/2		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2	$34.50	$4.75	$2.80	$0.18	$42.23	84.46
#3 Spiegletown	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt		49.00	3	147.00
Salt/Sand/50%/50%	✓			

Total Dollars/ Labor/ Equipment/ Materials 403.71

Highway Superintendent

Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date MARCH 3 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	2.5 Holidays Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1			1			34.68	34.68
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1			1/2			34.68	17.34
#3 Spiegletown 1.5				1/2		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	2	$34.50	$4.75	$2.80	$0.18	$42.23	84.46
#3 Spiegletown	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt				
Salt/Sand/50%/50%	✓	49.00	3	147.00

Total Dollars/ Labor/ Equipment/ Materials 403.71

Highway Superintendent Shawn Hayes

Weather SNOW

Town of Schaghticoke

Rensselaer County
Snow Removal Patrol

Equipment Operator's Daily Report

Date MARCH 6 2026

Labor/Name	Time County Road From	To	1 Regular Total Hours	1.5 Overtime Total Hours	2.5 Overtime Total Hours	Hourly Rate	Total Dollars
#16 Pleasantdale 1							
#16 Pleasantdale 1.5				1		52.02	52.02
#16 Pleasantdale 2.5							
#3 Spiegletown 1							
#3 Spiegletown 1.5				1/2		52.02	26.01
#3 Spiegletown 2.5							

Equipment/Truck #	Hours	Truck	Plow	Sander	Radio	Total/Hr.	
#16 Pleasantdale	1	$34.50	$4.75	$2.80	$0.18	$42.23	42.23
#3 Spiegletown	1/2	$34.50	$4.75	$2.80	$0.18	$42.23	21.11

Materials	Base Rate $/Ton	Total $/Ton	Total Tons	
Sand				
Salt				
Salt/Sand/50%/50%	✓	49.00	1 1/2	73.50

Total Dollars/ Labor/ Equipment/ Materials 214.87

Highway Superintendent Shawn Hayes

Weather SNOW - RAIN

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4806

Date: Saturday, February 07, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2							$ 29.67	19.04	$ 48.71	
		7:00 AM 800 PM	7:30 AM 8:30 PM		1		$ 44.51	19.04	$ 63.55	$ 63.55
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		7:00 AM 800 PM	7:30 AM 8:30 PM	1			$ 17.20	5.46	$ 22.66	$ 22.66
Wingmen are paid 1.5X on Major HolEdays ONLY							$ 25.80	5.46	$ 31.26	

Holidays

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 38,000 GVWR	1	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 71.00

Materials				Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND										
SALT	0.5	as per State Contract/American Salt		$ 69.00	$ 0.03	$ 69.03				$ 34.52
SAND/SALT MIX										

TOTAL Dollars / Labor / Equipment / Materials $ 191.73

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendent

Brian Brahm

Brian Brahm

Weather

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

Snow will be pushed back as far as possible to provide room for later snow falls.

At the end of each day's work this report must be made out and mailed to this office.

No time will be allowed for anyone not regularly assigned to this work and whose names do not appear on this report.

NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees
31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4000

Date: **Sunday, February 08, 2026**

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2							$ 29.67	19.04	$ 48.71	
		8:00 AM 9:45 AM	8:30 AM 10:15 AM		1		$ 44.51	19.04	$ 63.55	$ 63.55
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		8:00 AM 9:45 AM	8:30 AM 10:15 AM	1			$ 17.20	5.46	$ 22.66	$ 22.66
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Holidays

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 36,000 GVWR	1	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 71.00

Materials			Base Rate $ / Ton	*Fuel* Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.5	as per State Contract/American Salt	$ 69.00	$ 0.03	$ 69.03				$ 34.52
SAND/SALT MIX									

TOTAL Dollars / Labor / Equipment / Materials $ 191.73

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendent

Brian Brahm

Brian Brahm

Weather

Instructions:

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NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees

31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4880

Date: Tuesday, February 10, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2		10:00 AM	10:30AM				$ 29.67	19.04	$ 48.71	$ 24.36
							$ 44.51	19.04	$ 63.55	
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		10:00AM	10:30AM		0.5		$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.08	$ 35.50

				Base Rate	*Fuel*	TOTAL			TOTAL	
Materials				$ / Ton	Increase	$ / Ton			Tons	
SAND										
SALT	0.25	as per State Contract/American Salt		$ 69.80	$ 0.03	$ 69.03				$ 17.26
SAND/SALT MIX										

TOTAL Dollars / Labor / Equipment / Materials $ 88.45

RATE IS DETERMINED EACH WEEK
FROM THURSDAY–>FOLLOWING WEDNESDAY

Highway Superintendent

Weather

Brian Brahm

Brian Brahm

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

Snow will be pushed back as far as possible to provide room for later snow falls.

At the end of each day's work this report must be made out and mailed to this office.

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NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees
31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4000

Date: Wednesday, February 11, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2							$ 29.67	19.04	$ 48.71	
		6:00 AM	6:30 AM				$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		6:00AM	6:30AM		0.5		$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 38,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 35.50

Materials			Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.25	as per State Contract/American Salt	$ 69.00	$ 0.03	$ 69.03				$ 17.26
SAND/SALT MIX									
								TOTAL Dollars / Labor / Equipment / Materials	$ 95.87

RATE IS DETERMINED EACH WEEK
FROM THURSDAY–>FOLLOWING WEDNESDAY

Highway Superintendent

Brian Brahm

Brian Brahm

Weather

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

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NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees
31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4080

Date: Wednesday, February 18, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2							$ 29.67	19.04	$ 48.71	
		5:00 PM	5:30 PM				$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		5:00 PM	5:30 PM		0.5		$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Holidays

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 35.50

Materials			Base Rate $ / Ton	*Fuel* Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.25	as per State Contract/American Salt	$ 69.00	$ 0.03	$ 69.03				$ 17.26
SAND/SALT MIX									
							TOTAL Dollars / Labor / Equipment / Materials		$ 95.87

RATE IS DETERMINED EACH WEEK
FROM THURSDAY—>FOLLOWING WEDNESDAY

Highway Superintendent

Brian Brahm

Brian Brahm

Weather

Instructions:

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NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees

31.72% for Wingmen Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4900

Date: Thursday, February 19, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2							$ 29.67	19.04	$ 48.71	
		5:00AM	5:30 AM				$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		5:00 PM	5:30 PM		0.5		$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.08	$ 35.50

Materials				Base Rate $ / Ton	*Fuel* Increase	TOTAL $ / Ton			TOTAL Tons	
SAND										
SALT	0.25	as per State Contract/American Salt		$ 69.00	$ 0.03	$ 69.03				$ 17.26
SAND/SALT MIX										

TOTAL Dollars / Labor / Equipment / Materials $ 95.87

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendant

Brian Brahm

Brian Brahm

Weather

Instructions:

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NOTE RATE CHANGE for 2026

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31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4000

Date: Friday, February 28, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2		2:00 PM	2:30 PM				$ 29.67	19.84	$ 48.71	$ 24.36
							$ 44.51	19.04	$ 63.55	
							$ 74.18	19.84	$ 93.22	
Mark Secor Wingman		2:00 AM	2:30 PM		0.5		$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Holidays

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 35.50

Materials			Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.25	as per State Contract/American Salt	$ 69.00	$ 0.03	$ 69.03				$ 17.26
SAND/SALT MIX									

TOTAL Dollars / Labor / Equipment / Materials $ 88.45

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendent

Brian Brahm

Brian Brahm

Weather

Instructions:

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NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees
31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4009

Date: Monday, February 23, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2		2:00 PM	2:30 PM	0.5			$ 29.67	19.04	$ 48.71	$ 24.36
		5:30AM	6:00AM		0.5		$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		5:30 AM 2:00 PM	6:00AM 2:30 PM	0.5	0.5		$ 17.20	5.46	$ 22.66	$ 22.66
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Holidays

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	1	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 71.00

Materials			Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.5	as per State Contract/American Salt	$ 69.00	$ 0.03	$ 69.03				$ 34.52
SAND/SALT MIX									

TOTAL Dollars / Labor / Equipment / Materials $ 184.32

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendant

Brian Brahm

Brian Brahm

Weather

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

Snow will be pushed back as far as possible to provide room for later snow falls.

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NOTE RATE CHANGE for 2026

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31.72% for Wingmen Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4800

Date: Tuesday, February 24, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

Holidays

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2		10:00AM	10:30 AM	0.5			$ 29.67	19.04	$ 48.71	$ 24.36
		6:00 AM	6:30AM		0.5		$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Sacer Wingman		6:00 AM 10:00AM	6:30AM 10:30 AM	0.5 0.5			$ 17.20	5.46	$ 22.66	$ 22.66
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 38,000 GVWR	1	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 71.00

Materials			Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.5	as per State Contract/American Salt	$ 69.00	$ 0.03	$ 69.03				$ 34.52
SAND/SALT MIX									

TOTAL Dollars / Labor / Equipment / Materials $ 184.32

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendent

Brian Braden

Brian Braden

Weather

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

Snow will be pushed back as far as possible to provide room for later snow falls.

At the end of each day's work this report must be made out and mailed to this office.

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NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees
31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4890

Date: Wednesday, February 25, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		Holidays 1 Regular Total Hours	1.5 Overtime Total Hours	2.5 Overtime Total Hours	Salary	Benefits	Hourly Rate	TOTAL Dollars
		County Route #8 Stony Point Road								
		From	To							
Chris Keller Operator #2		8:30 AM	9:00 AM	0.5			$ 29.67	19.04	$ 48.71	$ 24.36
							$ 44.51	19.04	$ 63.55	
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		8:30 AM	9:00 AM	0.5			$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 35.50

Materials				Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND										
SALT	0.25	as per State Contract/American Salt		$ 69.00	$ 0.03	$ 69.03				$ 17.26
SAND/SALT MIX										

TOTAL Dollars / Labor / Equipment / Materials $ 88.45

RATE IS DETERMINED EACH WEEK
FROM THURSDAY—>FOLLOWING WEDNESDAY

Highway Superintendent

Brian Brahm

Brian Brahm

Weather

Instructions:

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NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees

31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4000

Date: Thursday, February 26, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2							$ 29.67	19.04	$ 48.71	
		6:15 AM	6:45 AM		0.5		$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		6:15 AM	6:45 AM	0.5			$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 35.50

Materials			Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.25	as per State Contract/American Salt	$ 69.00	$ 0.03	$ 69.03				$ 17.26
SAND/SALT MIX									

TOTAL Dollars / Labor / Equipment / Materials $ 95.87

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendant

Brian Brahm

Brian Brahm

Weather

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

Snow will be pushed back as far as possible to provide room for later snow falls.

At the end of each day's work this report must be made out and mailed to this office.

No time will be allowed for anyone not regularly assigned to this work and whose names do not appear on this report.

NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees
31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4000

Date: Tuesday, March 03, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2		2:00 PM	2:30 PM	0.5			$ 29.67	19.04	$ 48.71	$ 24.36
		6:00 PM	6:30 PM		0.5		$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		2:00 PM 6:00 PM	2:30 PM 6:30 PM	0.5 0.5			$ 17.20	5.46	$ 22.66	$ 22.66
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Holidays

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	1	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 71.00

Materials			Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND									
SALT	0.5	as per State Contract/American Salt	$ 69.00	$ 0.24	$ 69.24				$ 34.62
SAND/SALT MIX									

TOTAL Dollars / Labor / Equipment / Materials $ 184.42

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendent

Brian Braden

Brian Braden

Weather

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

Snow will be pushed back as far as possible to provide room for later snow falls.

At the end of each day's work this report must be made out and mailed to this office.

No time will be allowed for anyone not regularly assigned to this work and whose names do not appear on this report.

NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees

31.72% for Wingman Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

Rensselaer County
Snow Removal Patrol 2026

Town Of Schodack
3776 U.S. Route 20
Nassau, NY 12123
(518)766-4000

Date: Friday, March 06, 2026

EQUIPMENT OPERATOR'S DAILY REPORT

Holidays

		Time		1	1.5	2.5				
		County Route #8 Stony Point Road		Regular	Overtime	Overtime	Salary	Benefits		TOTAL
		From	To	Total Hours	Total Hours	Total Hours			Hourly Rate	Dollars
Chris Keller Operator #2							$ 29.67	19.04	$ 48.71	
		6:30 AM	7:00 AM		0.5		$ 44.51	19.04	$ 63.55	$ 31.78
							$ 74.18	19.04	$ 93.22	
Mark Secor Wingman		6:30 AM	7:00 AM	0.5			$ 17.20	5.46	$ 22.66	$ 11.33
Wingmen are paid 1.5X on Major Holidays ONLY							$ 25.80	5.46	$ 31.26	

Equipment / Truck#	Hrs.	Truck/Wing	Plow	Sander		Radio			Hourly Rate	
Truck 30,000 GVWR	0.5	$ 45.00	$ 18.50	$ 7.50					$ 71.00	$ 35.50

Materials				Base Rate $ / Ton	"Fuel" Increase	TOTAL $ / Ton			TOTAL Tons	
SAND										
SALT	0.25	as per State Contract/American Salt		$ 69.00	$ 0.24	$ 69.24				$ 17.31
SAND/SALT MIX										

TOTAL Dollars / Labor / Equipment / Materials $ 95.92

RATE IS DETERMINED EACH WEEK
FROM THURSDAY-->FOLLOWING WEDNESDAY

Highway Superintendent

Brian Brahm

Brian Brahm

Weather

Instructions:

Each patrol will be assigned to a territory. His duty will be to clean all the County Roads in his territory the full width of the roadway.

Snow will be pushed back as far as possible to provide room for later snow falls.

At the end of each day's work this report must be made out and mailed to this office.

No time will be allowed for anyone not regularly assigned to this work and whose names do not appear on this report.

NOTE RATE CHANGE for 2026

** Benefits Rate paid 64.16% for Full-time Employees

31.72% for Wingmen Part-time Employees

**Employee Pay Rate Salary Raise 2026

1/15/2026

AMENDMENT TO AGREEMENT
Town of Brunswick
and
Rensselaer County

This Amendment takes effect as of **October 1, 2025** between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and, hereinafter called the "Vendor". County and Town of Brunswick located at 336 Town Office Road, Troy, New York 12180, hereinafter called the "Vendor."

WHEREAS, County and Vendor entered into an Agreement with an effective October 1, 2025, hereinafter referred to as Agreement; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES**, shall be deleted in its entirety and replaced with:

   "In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$27,717.86** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment."

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

AMENDMENT TO AGREEMENT
Town of East Greenbush
and
Rensselaer County

This Amendment takes effect as of **October 1, 2025** between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Town of East Greenbush located at 225 Columbia Turnpike, Rensselaer, New York 12144, hereinafter called the "Vendor."

WHEREAS, County and Vendor entered into an Agreement with an effective October 1, 2025, hereinafter referred to as Agreement; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES**, shall be deleted in its entirety and replaced with:

   "In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$14,370.92** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment."

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

AMENDMENT TO AGREEMENT
Town of Petersburgh
and
Rensselaer County

This Amendment takes effect as of **October 1, 2025** between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and, Town of Petersburgh located at PO Box 125, Petersburgh, New York 12138, hereinafter called the "Vendor".

WHEREAS, County and Vendor entered into an Agreement with an effective October 1, 2025, hereinafter referred to as Agreement; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES**, shall be deleted in its entirety and replaced with:

   "In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$15,800.30** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment."

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

AMENDMENT TO AGREEMENT
Town of Poestenkill
and
Rensselaer County

This Amendment takes effect as of **October 1, 2025** between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and, Town of Poestenkill located at 38 Davis Drive, Poestenkill, New York 12140, hereinafter called the "Vendor".

WHEREAS, County and Vendor entered into an Agreement with an effective October 1, 2025, hereinafter referred to as Agreement; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES**, shall be deleted in its entirety and replaced with:

   "In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$14,680.26** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment."

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

AMENDMENT TO AGREEMENT
Town of Schaghticoke
and
Rensselaer County

This Amendment takes effect as of **October 1, 2025** between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and, Town of Schaghticoke located at 290 Northline Drive, Melrose, New York 12121, hereinafter called the "Vendor".

WHEREAS, County and Vendor entered into an Agreement with an effective October 1, 2025, hereinafter referred to as Agreement; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES**, shall be deleted in its entirety and replaced with:

   "In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$10,894.68** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment."

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

AMENDMENT TO AGREEMENT
Town of Schodack
and
Rensselaer County.

This Amendment takes effect as of **October 1, 2025** between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and, Town of Schodack located at 265 Schuurman Road, Castleton, New York 12033, hereinafter called the "Vendor".

WHEREAS, County and Vendor entered into an Agreement with an effective October 1, 2025, hereinafter referred to as Agreement; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES**, shall be deleted in its entirety and replaced with:

   "In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$4,840,96** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment."

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/11

RESOLUTION AMENDING CONTRACT FOR DESIGN AND CONSTRUCTION OF FUEL SYSTEM AT THE BRUNSWICK GARAGE – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/305/25 authorized the Highway Department to contract for the design and construction of a fuel system at the Brunswick garage at a cost not to exceed five hundred thousand dollars and zero cents ($500,000.00); and

WHEREAS, The actual cost of the project is five hundred and three thousand, eight hundred and one dollar and zero cents ($503,801.00); and

WHEREAS, The name and address of the vendor, the source of funding being limited to capital project H1222, and the amended total amount to be expended, which shall not exceed budgeted appropriations, are as follows:

PROJECT DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT NOT TO EXCEED
Design and Construction of Fuel System	Environmental & Fueling Systems, LLC 20 Gurley Ave. Troy, NY 12182	H.5130.02500.H1222	$503,801.00

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders with the vendor for the above-described work.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution:____X_____ P Resolution:_____

Title of Legislation: AMEND RESOLUTION G/305/25 – HIGHWAY FUEL SYSTEM

Requested by: _____HIGHWAY_____

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $__503,801____ Year 2026
$_____Year 20XX

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes ____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $__503,801_____ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No _____X___

4) Length of expense or project (one time only, ongoing, etc.): One time only

Justification for the appropriation/expenditure requested. With the construction of a new Highway garage at 159 Brick Church Road, a fuel delivery system was required to support the daily maintenance activities performed by the Highway Department.

Department Head:

_____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements **Committee** **Date** August 12, 2025

Resolution No. G/305/25

RESOLUTION AUTHORIZING PURCHASES FROM NEW YORK STATE OFFICE OF GENERAL SERVICES CONTRACT FOR FUEL SYSTEM DESIGN AND CONSTRUCTION – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Highway Department requires a fuel system at the Brunswick garage, as there is no fueling system on site; and

WHEREAS, The New York State Office of General Services ("OGS") has entered into an itemized contract for repairs or replacement of fuel systems that includes labor and materials; and

WHEREAS, An essential component of the contracts entered into by OGS provides that the respective bid prices received by OGS shall be available to local governments of New York State; and

WHEREAS, The name and address of the vendor, the source of funding being limited to capital project H1222, and the total amount to be expended over the life of the project, which shall not exceed budgeted appropriations, are as follows:

PROJECT DESCRIPTION	VENDOR	APPROPRIATION CODE	EXPENSE NOT TO EXCEED
Design and Construction of Replacement Fuel System	Environmental & Fueling Systems, LLC 20 Gurley Ave. Troy, NY 12182	H.5130.02500.H1222	$500,000.00

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders with the vendor for the above described equipment, materials and services.

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
August 12, 2025

Clerk of the Legislature

Sent to County Executive 8/13/25

Received from County Executive 8/13/25

Jessica R. Chase
Clerk of the Legislature

Executive Action

Approved ✓ **Date** 8/13/25

Disapproved
Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 12th day of August, 2025 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 13th day of August, 2025 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 13th day of August, 2025.

Seal

Jessica L. Charette

Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

NEW YORK STATE OF OPPORTUNITY. Office of General Services

Design and Construction
AN ISO 9001:2008 CERTIFIED ORGANIZATION
Division of Construction, 34th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 474-0331

CONTRACTOR'S PROPOSAL

Project No. **47675-C**

Contractor Name:	Environmental & Fueling Systems, LLC.	Date:	
Address:	20 Gurley Avenue	S Number:	
	Troy, NY 12182	Work Order Number:	RENSSELAER #2
Telephone No.:	(518) 272-8142	Modification:	

SECTION A: CONTRACTOR WORK			OGS REVISIONS
1. Total Contractor Labor	*(from BDC 123W)*		
2. Total Contractor Material	*(from BDC 123W)*	$10,000.00	
3. Total Contractor Equipment	*(from BDC 124W)*		
4. *Not Used*			
5. SUBTOTAL	*(Total lines 1 thru 4.)*	$10,000.00	
6. Contractor's Override Combined O and P	*(15% of line 5.)*	$1,500.00	
7. CONTRACTOR TOTAL	*(Total lines 5 and 6.)*	**$11,500.00**	

SECTION B: SUBCONTRACTOR WORK	*(From BDC 122W - Use a separate form for each Subcontractor.)*		
8. Names of Subcontractors:			
A.			
B.			
C.			
D.			
9. TOTAL SUBCONTRACTORS' PROPOSALS	*(Total lines A thru D.)*		
10. Contractor's Override on Subs' Proposals:			
10a. 10% of first $10,000 of line 9	*($1,000 maximum)*		
10b. 5% of next $90,000 of line 9	*($4,500 maximum)*		
10c. 3% of sum in excess of $100,000 of line 9			
11. SUBCONTRACTOR TOTAL			

SECTION C: UNIT PRICE COSTS			
12a. Total Contract Unit Price Costs	*(from BDC 126W)*	$492,301.00	
12b. Total Supplemental / Negotiated Unit Price Costs	*(from BDC 126W.1)*		
12. UNIT PRICE TOTAL		**$492,301.00**	

SECTION D: CONTRACTOR'S REQUESTED TOTAL		Round Totals to Nearest Dollar	
13. AMOUNT REQUESTED	*(Total lines 7,11, and 12.)*	**$503,801**	

Contractor's Signature — Date

William F. Brooking, Jr.
Print Name of Authorized Representative

Print name of Contact Person *(if different)*

Project Manager
Print Title

Phone No. *(if different from above)*

SECTION E: FIELD OFFICER'S REVIEW

I have reviewed the material quantities, labor hours and equipment and

☐ no exceptions are taken to the Proposal. ☐ Other: _____

☐ see comments noted on proposal. _____

☐ Field Report dated _____ attached. _____

_____

_____

By: _____ _____ _____
Engineer-in-Charge — Date — Phone No.

SECTION F: OGS REVIEW AND CERTIFICATION

I hereby certify that the above proposal has been checked and that the amounts allowed have been verified, and I recommend approval in the amount of _____ Addition.

Reviewer: _____ _____ _____
Estimator, Area/Regional Supervisor — Reviewer's Signature — Date

INVOICE #1

NYS Office of General Services
Serving New York

Design and Construction

Contract Performance, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 474-0200 FAX: (518) 486-1650

For OGS Use Only - Contract Performance:			
Examined By:	Date:	Client Agency:	Contract Payment No:

REQUEST FOR WORK ORDER PAYMENT

SCHEDULE 1 - CONTRACTOR INFORMATION

Payee (Name and Address): Environmental & Fueling Systems, LLC. 20 Gurley Avenue Troy, NY 12182	Date Prepared: December 30, 2025	Contract Number: 47675-C
	Request Number: 1	Work Order - Project Number:
	Request Work Period Ending Date: December 30, 2025	
Work Order Facility / Location: Rensselaer Cty Hwy Dpt - 159 Brick Church Rod.	Work Order Scheduled Completion Date: 4/1/2025	
Check One: Substantial Completion Payment: ☐ Progress Payment: ☑ Final Payment: ☐	Contractor's Federal ID Number: 14-1828537	Comptroller's Contract Number: 47675-C

SCHEDULE 2 - PAYMENT SUMMARY

Line	Provisions	W. O. Amount (Column 1)	Earned To Date (Column 2)
1.	Work Order Amount	$500,000.00	$231,040.00
2.	Modification Number:		
3.	Total Work Order Amount (Line 1 + Line(s) 2)	$500,000.00	$231,040.00
4.	Retainage: 5% of Column 2, Line 3 — Less		
	Claims, Liens and Judgements ☐		
5.	Value Earned To Date Less Withholdings (Col. 2, Line 3 - Line 4)		$231,040.00
			* Forward this figure to Summary Application Sch. 5 - Work Order Progress
6.	Value of Prior Requests for Payment — Less		
7.	Value Prior to Adjustment (Line 5 - Line 6)		$231,040.00
8.	Adjustments (by authorization from Contract Performance) — Less		
9.	Liquidated Damages — Less		
10.	Pay Amount (Line 7 - Lines 8, 9)		$231,040.00

SCHEDULE 3 - CERTIFICATION BY CONTRACTOR

I _____ do hereby certify that I am _____ of the Company/Corporation herein referenced and contractor for the work described in this Work Order Payment. According to my knowledge and belief all items and amounts shown on this Application for Payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application. I further certify compliance with all contract provisions, including those relating to prevailing rate of wages, minority businesses, equal employment opportunity and affirmative action, no discrimination, international boycotts, and domestic steel.

The following forms are attached as part of this application:

- ☐ Affidavit of Stored Materials (BDC 252) - Required if request includes stored materials.
- ☐ Labor Affidavits - Certification of Contractor (AC2947), Subcontractor (AC 2948) and Sub-subcontractor (AC 2958).
- ☐ Summary of Subcontractors or Sub-subcontractors (BDC 170) - Each firm listed requires appropriate Labor Affidavits.

_____ Signature of Contractor of Record

_____ Date

SCHEDULE 4 - CERTIFICATION BY DIRECTOR'S REPRESENTATIVE

I certify that I have checked and verified the Contractor's Work Order Payment and the attached documents; that to the best of my knowledge and belief it is a true and correct statement of the work performed by the contractor; that all work included in this application has been inspected by me and/or my duly authorized representative or assistants and that the work has been performed in accordance with the requirements of the referenced contract; and that the payment claimed and requested by the contractor are correctly computed on the basis of the work performed.

I further certify that I have no knowledge of any claims, liens or judgment against this contractor involving this contract, except as contained on Line 4 of Schedule 2 of this Application for Payment and as explained in the Remarks section of the Authorization for Payment (BDC 160).

_____ Signature of Director's Representative

_____ Date

NYS Office of General Services
Serving New York

Design and Construction

Contract Performance, 35th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone: (518) 474-0200 FAX: (518) 486-1850

For OGS Use Only - Contract Performance			
Examined By:	Date:	Client Agency:	Contract Payment No:

REQUEST FOR WORK ORDER PAYMENT

SCHEDULE 1 - CONTRACTOR INFORMATION

Payee (Name and Address): Environmental & Fueling Systems, LLC. 20 Gurley Avenue Troy, NY 12182	Date Prepared: March 5, 2026	Contract Number: 47675-C
	Request Number: 2	Work Order - Project Number:
	Request Work Period Ending Date: March 5, 2026	
Work Order Facility / Location: Rensselaer Cty Hwt Dpt - 159 Brick Church Rod.	Work Order Scheduled Completion Date: 4/1/2025	
Check One: Substantial Completion Payment: ☐ Progress Payment: ☑ Final Payment: ☐	Contractor's Federal ID Number: 14-1828537	Comptroller's Contract Number: 47675-C

SCHEDULE 2 - PAYMENT SUMMARY

Line	Provisions	W. O. Amount (Column 1)	Earned To Date (Column 2)
1.	Work Order Amount	$500,000.00	$372,023.50
2.	Modification Number:		
3.	Total Work Order Amount (Line 1 + Line(s) 2)	$500,000.00	$372,023.50
4.	Retainage: 5% of Column 2, Line 3 ☐ Claims, Leins and Judgements ☐	Less	
5.	Value Earned To Date Less Withholdings (Col. 2, Line 3 - Line 4)		$372,023.50 ^ Forward this figure to Summary Application Sch. 5 - Work Order Progress
6.	Value of Prior Requests for Payment	Less	$231,040.00
7.	Value Prior to Adjustment (Line 5 - Line 6)		$140,983.50
8.	Adjustments (by authorization from Contract Performance)	Less	
9.	Liquidated Damages	Less	
10.	Pay Amount (Line 7 - Lines 8, 9)		$140,983.50

SCHEDULE 3 - CERTIFICATION BY CONTRACTOR

I _____ do hereby certify that I am _____ of the Company/Corporation herein referenced and contractor for the work described in this Work Order Payment. According to my knowledge and belief all items and amounts shown on this Application for Payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application. I further certify compliance with all contract provisions, including those relating to prevailing rate of wages, minority businesses, equal employment opportunity and affirmative action, no discrimination, international boycotts, and domestic steel.

The following forms are attached as part of this application:

- ☐ Affidavit of Stored Materials (BDC 252) - Required if request includes stored materials.
- ☐ Labor Affidavits - Certification of Contractor (AC2947), Subcontractor (AC 2948) and Sub-subcontractor (AC 2958).
- ☐ Summary of Subcontractors or Sub-subcontractors (BDC 170) - Each firm listed requires appropriate Labor Affidavits.

_____ Signature of Contractor of Record

_____ Date

SCHEDULE 4 - CERTIFICATION BY DIRECTOR'S REPRESENTATIVE

I certify that I have checked and verified the Contractor's Work Order Payment and the attached documents; that to the best of my knowledge and belief it is a true and correct statement of the work performed by the contractor; that all work included in this application has been inspected by me and/or my duly authorized representative or assistants and that the work has been performed in accordance with the requirements of the referenced contract; and that the payment claimed and requested by the contractor are correctly computed on the basis of the work performed.

I further certify that I have no knowledge of any claims, liens or judgment against this contractor involving this contract, except as contained on Line 4 of Schedule 2 of this Application for Payment and as explained in the Remarks section of the Authorization for Payment (BDC 180).

_____ Signature of Director's Representative

_____ Date

#3

ENVIRONMENTAL & FUELING SYSTEMS, LLC
20 GURLEY AVENUE, TROY, NY 12182
PHONE 518-272-8142
FAX 518-237-0498

Invoice No. 26.2154.003

INVOICE

Customer

RENSSELAER COUNTY HIGHWAY

Date 4/27/2026

PO#

JOB# 2154

Qty	Description	Unit Price	TOTAL
1	**PAY APP #3** **FINAL INVOICE**	131,777.50	$ 131,777.50
		Subtotal	$ 131,777.50
		Shipping	$ -
	Tax Rate(s)	0.00%	$ -
		TOTAL	$131,777.50

***Net 30 days - 1.5% interest thereafter per month**

E&FS accepts Visa, Mastercard & Discover credit card payments
Website: EFSPumpAndTank.com
E&FS would like to announce our NEW MOBILE FILTRATION business for on-site diesel & heating oil tanks

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** June 9, 2026

Resolution No. G/12

RESOLUTION AUTHORIZING A LEASE AND MAINTENANCE AGREEMENT FOR COPIERS AND PRINTERS - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Van Rensselaer Manor ("Facility") is seeking Legislative approval to lease three (3) Lanier copiers/printers to replace the current leased units in the Business Office, Dietary and Unit C1; and

WHEREAS, Electronic Business Products, 4 Airport Park Blvd., Latham, New York 12110, an authorized distributor for Lanier Copier through the Premier Consortium contract, will be responsible to distribute the copiers/printers and provide the maintenance services while the leasing is processed through DeLage Landen Financial Services, 1111 Old Eagle School Road, Wayne, PA 19087; and

WHEREAS, Currently the Facility's leasing expenses are reimbursable by about eighty percent (80%) through the Medicaid Capital Component in two years; and

WHEREAS, The Facility is seeking to enter into a lease agreement with DeLage Landen Financial Services for a sixty (60) month term and subsequent sixty (60) month maintenance agreement with Electronic Business Products for the same term; and

WHEREAS, The start and end date of such agreements, the sources of funding of the same, the total amounts to be expended over the life of the same, which shall not exceed budgeted appropriations, and the names and addresses of the contracting parties are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODES	AMOUNT
60 Month Copier/Printer Lease 7/19/2026-7/18/2031	DeLage Landen Financial Services 1111 Old Eagle School Road Wayne, PA 19087	EH08311.73 EH08212.73 EH06020.73	$52,113.00 ($868.55/month)
Maintenance Agreement 7/19/2026-7/18/2031	Electronic Business Products 4 Airport Park Blvd. Latham, NY 12110	EH08311.68 EH08212.68 EH06020.68	$50,678.00 ($845.00/month)

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

TYPE OF LEGISLATION: Local Law: ☐ G Resolution: ☑ P Resolution: ☐

TITLE:

RESOLUTION AUTHORIZING THREE (3) LEASED COPIES/PRINTERS FOR VAN RENSSELAER MANOR

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ $102,791.10 (2026-2031)
2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
   a) For Federal Funding: Amount $ NA and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   b) For State Funding: Amount $ NA and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
      Principal: $ _____ Projected Interest: $ _____
   d) Tax Levy impact for current Year $ _____ and ongoing $ _____
   e) Other (please explain): Paid for through VRM Patient Revenue Services
3) Is this expense program mandated? YES: ☑ NO ☐
4) Length of expense or project (one time only, ongoing, etc.): 2026 - 2031
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Paid for through Departmental Adopted Budgets 2026 -2031

Signature (Department Head): _____

8311.73 Business Office	Yearly BW	Yearly Color
12/20/2024 Meter	483,897.00	243,439.00
12/19/2025 Meter	580,988.00	302,672.00
Annual Print	97,091.00	59,233.00
Estimated Annual	125,000.00	100,000.00
Rate	$0.00770	$0.04310
Annual $	$962.50	$4,310.00
5 Year $	$4,812.50	$21,550.00
		$26,362.50

8311.68 Business Office	Monthly	Yearly
DeLage Landen Lease	335.89	4,030.68
5 Year Total		**$20,153.40**

8212.73 Dietary	Yearly BW	Yearly Color
12/16/2024 Meter	788,081.00	84,783.00
12/15/2025 Meter	935,529.00	180,753.00
Annual Print	147,448.00	95,970.00
Estimated Annual	240,000.00	36,000.00
Rate	$0.00810	$0.04900
Annual $	$1,944.00	$1,764.00
5 Year $	$9,720.00	$8,820.00
		$18,540.00

8212.68 Dietary	Monthly	Yearly
DeLage Landen Lease	196.78	2,361.36
5 Year Total		**$11,806.80**

6020.73 C1	Yearly BW	Yearly Color
12/20/2024 Meter	385,177.00	-
12/19/2025 Meter	504,643.00	-
Annual Print	119,466.00	-
Estimated Annual	150,000.00	
Rate	$0.00770	$0.04310
Annual $	$1,155.00	$0.00
5 Year $	$5,775.00	$0.00
		$5,775.00

6020.78 C1	Monthly	Yearly
DeLage Landen Lease	335.89	4,030.68
5 Year Total		**$20,153.40**

ELECTRONIC BUSINESS PRODUCTS

(800) 333-0737 WWW.EBP-INC.COM FED ID: 14-1640393

SALES REP	
Name:	Paul Liguori
Proposal #:	QN-01160
Proposal Name:	)R NURSING HOME - Van Rensselaer Manor (2
Proposal Date:	
eMail:	pliguori@ebp-inc.com
Phone:	(518) 229-3669

SALES ORDER AGREEMENT

SHIP TO:		BILL TO:	
Name/Account #:	VAN RENSSELAER MANOR NURSING HOME	Name/Account #:	VAN RENSSELAER MANOR NURSING HOME
Address:	85 BLOOMINGROVE DRIVE	Address:	85 BLOOMINGROVE DRIVE
City/State/Zip:	TROY, NY 12180	City/State/Zip:	TROY, NY 12180
Contact:	CHRISTOPHER MALONEY	Contact:	CHRISTOPHER MALONEY
Phone:	(518) 283-2000	Phone:	(518) 283-2000
eMail:	cmaloney@renscony.gov	eMail:	cmaloney@renscony.gov

LEASE INFORMATION

Sale Type:	Lease	Lease Term:	60	Tax Information	
Purchase Order:	0	Lease Type:	FMV - Standard Rate	Tax Exempt:	YES / NO
Requested Delivery Date:	4/20/2026	Lease Rate:		Exempt Use:	YES / NO
Lease Company:	DLL	Buyout/Trade:	$0.00	County:	
Lease Company Phone:		Return Freight:		Tax Rate:	ACTUAL

QTY	DESCRIPTION	ITEM #	QTY	DESCRIPTION	ITEM #
1	IM C6010	419331			
1	PAPER FEED UNIT PB3320	423699			
1	POSTSCRIPT3 UNIT TYPE M52	419416			
1	Lease Buyout	LEASEBO			
1	CPC	CPC			
2	IM C6510	423807			
2	FINISHER SR4180	423956			
2	POSTSCRIPT TYPE M60	418192			
2	Lease Buyout	LEASEBO			
2	CPC	CPC			
	PREMIER CONTRACT PRICING				

NOTES		SALE PRICE	LEASE
	Subtotal		$ 868.56
	Sales Tax		ACTUAL
	TOTAL INVESTMENT		$ 868.56

SERVICE AGREEMENT

QTY	MODEL	BASE TERM	VOLUME ALLOWANCE B&W	VOLUME ALLOWANCE COLOR	METER TERM	BASE CHARGE B&W	BASE CHARGE COLOR	EXCESS PER PAGE CHARGE B&W	EXCESS PER PAGE CHARGE COLOR
1	IM C6010							$ 0.00810	$ 0.04900
2	IM C6500							$ 0.00770	$ 0.04310

All charges are exclusive of sales and use tax. 11 X 17 page equals ___ Page(s).

This Agreement is NON-CANCELLABLE and NON-REFUNDABLE. The terms and conditions on the face and reverse side of this Agreement correctly and completely set forth the entire agreement between the Parties. The Terms and Conditions on the reverse include, among other things, limitations of warranties, damages, and other liabilities. Customer acknowledges by its signature that it has read, understands, and accepts all terms and conditions which supersede and replace all prior agreements, statements, and understandings including any proposals made. By executing this Agreement, I acknowledge that I have read, understand, and accept the terms and conditions of this Agreement and am authorized to enter this Agreement on behalf of customer.

Customer Acceptance		*Dealer Representative*	
			4-20-26
Authorized Signature	Date	Signature	Date
		PAUL F. LIGUORI	
Print Name & Title		Print Rep Name	

Terms and Conditions

A. SCOPE OF SERVICES: The charges established by this Agreement include payment for services performed by Electronic Business Products, Inc. ("EBP") during normal business hours 8:00 AM to 5:00 PM Monday through Friday, except Holidays recognized by EBP: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by EBP. Customer must separately purchase paper and staples. It is understood that the scope of services shall include only those items checked and initialed by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls, Computer Network problems, and Data Cleansing are not included in the Scope of Services. Any Software sold or licensed hereunder are provided "AS IS" with no warranty express or implied.

B. PAYMENT: Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. EBP may cease performance under this Agreement if Customer is in breach under this or any other Agreement with EBP. If it is necessary for EBP to proceed legally to enforce this Agreement, Customer agree to pay, in addition to any award, all costs, including attorneys' fees incurred. EBP maintains a purchase money security interest in all equipment delivered, until paid in full, and Customer authorizes EBP to execute any necessary documents on behalf of Customer securing said interest.

C. ADVANCE INSPECTION: EBP reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.

D. REMEDIAL MAINTENANCE: During the term of a toner inclusive Agreements, EBP agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If EBP is notified by Customer during the term of the agreement that the equipment is not in good working condition, EBP will, during normal service hours, make necessary adjustments and repairs including replacement of parts. Parts or equipment broken due to abuse by the Customer are not covered and all related costs including labor is the Customer's responsibility. For time & material Agreements, parts and labor are not included in the agreement. EBP will promptly provide a quote with the appropriate part(s) and labor required to repair the equipment for approval prior to the repair of the equipment. EBP may from time to time adjust service hours as may be required in the course of business, at which time the customer will be advised. Service at times other than EBP's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned , provided they meet manufacturer's specifications. Parts that have been replaced become the property of EBP.

E. SERVICE LIMITATIONS: Customer agrees EBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of Internet connection or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than EBP; or (vii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If EBP provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at EBP's then current rates for labor and parts. Customer agrees that EBP will not be required to make adjustments, repairs, or replacements if EBP is not provided reasonable access to the Equipment.

F. TONER: Toner-inclusive contracts are based on manufacturer supply consumption rates. EBP will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of EBP. At the conclusion of this Agreement all unused toner must be returned, or additional charges shall be incurred. Additional toner is placed at Customer's site for convenience only and remains the property of EBP.

G. RELOCATION: Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of EBP. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, EBP shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.

H. CUSTOMER RESPONSIBILITY: Customer will be responsible for regular care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer is solely responsible for security and protection of the equipment and network. EBP shall connect equipment to Customer's network, but has no responsibility for Customer's network.

I. LIABILITY LIMITATION: EBP's total liability is limited to repair and maintenance of the covered Equipment. EBP will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. EBP will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by EBP as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, Internet or power, or the inability to obtain parts or supplies. In no event shall EBP be responsible for lost data, lost profits, damages, or incidental or consequential damages. EBP's sole liability shall be limited to the amount Customer has paid EBP pursuant to this Agreement. EBP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE AND USE. BUYER AGREES THAT THE SYSTEM HAS BEEN SELECTED BY BUYER AND IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR BUYER'S PURPOSE.

J. TAXES: Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse EBP for all amounts paid or payable by EBP in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on EBP's gross or net income.

K. DEFAULT: Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with EBP within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, EBP may, in addition to other remedies, (i) declare all sums (including penalties) accelerated and due under the terms of this Agreement and terminate the services under this Agreement without advance notice, including disabling the equipment.

L. INSURANCE: Customer shall maintain full insurance on all equipment provided hereunder, designating EBP as an additional insured. Customer assumes all risk of loss upon delivery to it.

M. NOTICES: Notices required under this agreement shall be written and sent to EBP at 4 Airport Park Boulevard, PO Box 926, Latham, New York 12110 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark or hand delivered.

N. JURISDICTION: This agreement shall be interpreted and enforced according to the laws and in the courts of the State of New York.

O. INDEMNITY: With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless EBP and its officers, directors, agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of EBP or its agents, representatives or employees.

P. METER READINGS: Customer agrees to provide EBP with remote access to the equipment for accurate meter readings. If remote access is not available, the Customer shall provide accurate meter readings based on the billing term on the front of this Agreement. If accurate meter readings are not provided, or if remote access is not available, EBP reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that EBP may obtain meter readings via remote access and grants EBP the right to do so.

Q. RENEWAL/TERMINATION: Unless otherwise indicated, this is an annual Agreement that may not be terminated. This Agreement will renew yearly after the initial period unless cancelled by Customer in writing, no less than thirty (30) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. This Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, tariffs, labor or any other third-party charge. This agreement is subject to acceptance by EBP and will remain in force until cancelled as stated above. EBP reserves the right to cancel this contract at its discretion upon five (5) days written notice.

R. ASSIGNMENT: This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment without the express written consent of EBP. EBP may assign this Agreement to its successor or assigns with Notice to Customer.

S. CONFIDENTIALITY CLAUSE: EBP recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. EBP agrees to use its best efforts to treat Customer Information on a confidential basis. EBP agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.

ELECTRONIC BUSINESS PRODUCTS

Authorized dealer

XANTÉ RICOH LANIER efi PHSI

NUANCE Duplo espo DocuClass OBJECTIF LUNE

From: Paul Liguori
To: Maloney, Christopher
Subject: Re: Cost Breakdown
Date: Tuesday, April 28, 2026 12:59:03 PM
Attachments: Outlook-A close up.png
Outlook-efadojug.png

External sender <pliguori@ebp-inc.com>
Make sure you trust this sender before taking any actions.

Hi Chris,

The IMC 6010 package is $196.78
The IMC 6510 package is $335.89 x (2)

Let me know if you need anything else here.

Best!

Paul

Paul F. Liguori
C.M.O. & Vice President Sales
Electronic Business Products, Inc.
p: 518-783-0737 Ext.238
a: 4 Airport Park Blvd., Latham, NY 12110
w: www.ebp-inc.com e: pliguori@ebp-inc.com

RICOH
Dealer Services
Pro Dealer
2025

From: Maloney, Christopher <CMaloney@renscony.gov>
Sent: Monday, April 27, 2026 1:19 PM
To: Paul Liguori <pliguori@ebp-inc.com>
Subject: Cost Breakdown

Paul:

Can you give me a price breakdown for each of the 3 units so I can appropriate by budget code(s).

Regards,

Christopher M. Maloney

Controller

VAN RENSSELAER MANOR
Nursing & Rehabilitation Center
85 Bloomingrove Drive, Troy, New York 12180
T: 518.283.2000 x462 **F:** 518.283.2433
E: cmaloney@renscony.gov

Please note, our email address is changing from **rensco.com** to **renscony.gov**

EQUIPMENT REVIEW

Model / Serial # / Cust #	Address 1 / Address 2 / City, State / On Site Location	Active / Install Date / Age	Contract Expire Date	Lease Expire Date	Service Discontinued Date	Last Service Date	12 Month Calls	B/W Meter	Color Meter	12 Month AMV	12 Month Actual Volume
Lanier IMC6000 S/N 3141R300228 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY First floor kitchen office	Active 07/16/21 4.7 Years	07/16/31	07/18/26		02/27/26	10	953,709	234,633	Total: 20,783 Mono: 11,139 Color: 9,644	Total: 249,392 Mono: 133,663 Color: 115,729
Lanier IMC6500 S/N 3830C800039 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY BUSINESS OFFICE	Active 05/25/21 4.9 Years	03/20/31	05/25/26		02/26/26	4	609,981	316,740	Total: 14,423 Mono: 9,609 Color: 4,814	Total: 173,076 Mono: 115,311 Color: 57,764
Lanier IMC6500 S/N 3833C100128 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY A-2 FAMILY LOUNGE	Active 07/31/23 2.7 Years	08/01/33	06/30/28		10/07/25	3	342,665	20,101	Total: 11,390 Mono: 10,775 Color: 615	Total: 136,676 Mono: 129,299 Color: 7,378
Lanier IM8000 S/N 4030CC00108 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY C-1 FAMILY LOUNGE	Active 05/25/21 4.9 Years	03/20/31	05/25/26		06/09/25	1	518,836		Total: 8,825 Mono: 8,825 Color:	Total: 105,899 Mono: 105,899 Color:
Lanier IMC6500 S/N 3833C100150 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY C-3 FAMILY LOUNGE	Active 07/31/23 2.7 Years	08/01/33	06/30/28		12/18/24	0	198,232	36,048	Total: 7,824 Mono: 6,693 Color: 1,132	Total: 93,892 Mono: 80,312 Color: 13,580
Lanier IM350F S/N 3371P751273 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY ADMISSIONS unit B1	Active 11/15/21 4.4 Years	11/12/31			03/11/26	7			Total: 0 Mono: Color:	Total: 0 Mono: Color:

Contracts - Service Contract Details

Svc. Contract #	Model	Serial Number	Expiration Date	Bill Cycle	Base Rate	Meter Type	Allowance	Overage Rate
CONT1871-01	IMC6500	3830C800039	03/20/31	Monthly	$0.00	B\W	0	$0.0120
	IMC6500		03/20/31	Monthly		Color	0	$0.0930
CONT1871-01	IM8000	4030CC00108	03/20/31	Monthly	$0.00	B\W	0	$0.0100
CONT1919-01	IMC6000	3141R300228	07/16/31	Monthly	$0.00	B\W	0	$0.0120
	IMC6000		07/16/31	Monthly		Color	0	$0.0930
CONT1979-01	IM350F	3371P751273	11/12/31	Monthly	$0.00	B\W	0	$0.0120
CONT2551-01	IMC6500	3833C100128	08/01/33	Monthly	$0.00	B\W	0	$0.0064
	IMC6500		08/01/33	Monthly		Color	0	$0.0530
CONT2551-01	IMC6500	3833C100150	08/01/33	Monthly	$0.00	B\W	0	$0.0064
	IMC6500		08/01/33	Monthly		Color	0	$0.0530

Contracts - Lease Details

Lease Agreement	Lease Company	Lease Payment	Lease Expiration	Months Remaining on Lease
500-50278866	DE LAGE LANDEN	$133.61	07/18/2026	4
500-50253046	DE LAGE LANDEN	$509.80	05/25/2026	2
500-50505044	DE LAGE LANDEN	$597.48	06/30/2028	27

ELECTRONIC BUSINESS PRODUCTS

4 Airport Park Blvd.
PO BOX 926
Latham NY, 12110

1901 Vestal Pkwy, Fl 1 Unit 1
PO BOX 101
Vestal NY 13851

4713 Crossroads Park Dr.
Suite 101
Liverpool NY 13088

480 White Spruce Blvd
Rochester NY 14623

www.EBP-INC.com Phone: (518) 783-0737 Toll Free: (800) 333-0737 Fax: (518) 783-6916

Who We Are

Allow me to take this opportunity to introduce you to Electronic Business Products, Inc., your Ricoh and HP office products dealer for Albany, Binghamton, Syracuse, and Rochester markets. As owner and manager, and an industry veteran for more than 50 years with Lanier/3M in the office field, I am proud to say that EBP has had a strong local presence in the marketplace for over 40 years. We are committed to being faster, simpler, and easier to do business with. Our client strategy is to help organizations better manage the flow of information and ideas. In general terms, we help manage the life cycle of documents through more efficient use of systems, software, and solutions. Specifically, we provide document-handling processes that increase performance and reduce cost of document input, output, and management. My staff has been handpicked to ensure continued quality service. For your convenience, I am proud to list their names and years of experience.

Administrative Department (YRS. Of Experience)
Joe Liguori Jr. CFO & Vice President (43+ Yrs.)
Kim Thompson, Operations Manager (7+ Yrs.)
Erika Liguori, AP & Marketing (23+ Yrs.)
Carl Eriole, Shipping & Logistics (19+ Yrs.)
Kim Liguori, CRS, AP (7+ Yrs.)
Katherine Stephenson, AC, CRS, AR + (15+ Yrs.)
Kendra Ivers, Service Dispatcher (1+ Yrs.)
Shantara Rivera, Service Dispatcher (1+ Yrs.)
Crystal Wallace, Warehouse (2+ Yrs.)
Tammy Walker, Warehouse Supervisor (2+ Yrs.)
Teresa Reagan, Contracts & Billing Specialist (1+ Yrs.)

Sales Department (YRS. Of Experience)
Paul Liguori, CMO/VP of Sales (35+ Yrs.)
Nicholas Mallaro, Sales Executive (37+ Yrs.)
David Kommeth, Sales Executive (22+ Yrs.)
Mike Wager, Sales Executive (12+ Yrs.)
Thomas Bogaert, Sales Executive (9+ Yrs.)
Gregory Hoffis, Sales Executive (7+ Yrs.)
Lisa Michaud, Sales Executive (5+ Yrs.)
Sam Sozio, Sales Intern
Bill Santos, Sales Team

Advanced Solutions Group (YRS. Of Experience)
Chris Liguori, CIO/VP of Digital Solutions, (28+ Yrs.)
Net +, DocuClass, Equitrac, EFI & EP Platinum Certified
Dave Pogue, Digital Solutions Support, (14+ Yrs.)
Net +, DocuClass, Equitrac, & EFI Pro. Certified

Service Department (YRS. Of Experience)
John Herold, Service Manager (17+ Yrs.)
Dennis Dulan, Service Tech., (41+ Yrs.) H.V., Net+, A+ & EFI Certified
Matt Easton, Service Tech., (41+ Yrs.) H.V., Net+ Certified
Mike Jones, Service Tech., (38+ Yrs.) H.V., Net+, A+ & EFI Certified
Sherwood Hart, Service Tech., (25+ Yrs.) H.V. & Net+ Certified
Scott Hewlett, Service Tech., (25+ Yrs.) H.V., A+ & EFI Certified
Mike DePalma, Service Tech., (24+ Yrs.) H.V. & A+ Certified
Dan Penge, Service Tech., (21+ Yrs.)
Thomas Leahy, Service Tech, (18+ Yrs.) H.V., Net+ & EFI Certified
Phil Belice, Service Tech., (7+ Yrs.) H.V.
John DuBois, Service Tech. (2+ Yrs.)
Brad Pouchak, Service Tech. (2+ Yrs.)
Corbett Mitchell, Service Tech. (1+ Yrs.)
Nigel Walker, Service Tech. (6+ Yrs.)
Steve Powell, Service Tech.

H.V. =High Volume (90-135ppm)

I am confident that Electronic Business Products, with more than 1,000 years of combined job-related experience and familiarity with the local market, will provide you, our valued customer, with the quality service you expect and deserve. Please direct all requests for sales, leases, rentals, and supplies to the addresses listed on our letterhead. Our office hours are Monday to Friday, 8:00am to 5:00pm. We welcome your questions; please contact us at (518)783-0737 or visit our website at www.ebp-inc.com.

Sincerely,

Joseph A. Liguori, Sr., President & CEO (55+ Yrs.)

Authorized Dealer for

RICOH TUNGSTEN AUTOMATION DocuWare morgana
Duplo eci Printanista efi Fiery KOFAX PLOCKMATIC
XANTÉ OBJECTIF LUNE PUREWATER TECHNOLOGY Roland

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Dear Joe Liguori Sr. and John Herold,

Ricoh recognizes that it has partnered with the best Dealer Network in the industry, and we intend to reward the "Best of the Best." On behalf of Ricoh Americas Corporation, we are pleased to inform you that all Electronic Business Products authorized service locations have been recognized as a ProVision 2026 Certified Dealer as well as achieving the Production ProDealer award.





This program is designed to recognize Dealers who provide outstanding service and support in accordance with Ricoh's guidelines. Electronic Business Products has met or exceeded the requirements of the ProVision Program in the following areas:

- Pro Dealer Partner includes the following:
  - ✓ Use of Genuine Ricoh Parts and Supplies
  - ✓ Hardware & Solutions Training
  - ✓ Safety and Service Parts Training
  - ✓ ARMs usage and Training
  - ✓ Help Desk Productivity & Efficiency
  - ✓ Overall High Training GPA
- Achieving Pro Production includes the following:
  - ✓ Certified Technical Training on all Equipment and Accessories
  - ✓ Connected to Total Flow Advisor
  - ✓ Providing Xpress Support Resolution
  - ✓ Attend Production Engagement Seminars
  - ✓ Attend Advanced Technical Troubleshooting Classes by Ricoh Dealer Services Production Team

Again, we extend our congratulations to the entire Service Organization of Electronic Business Products for this outstanding achievement.

Best regards,

James D. Coriddi
Senior VP, Dealer Division
Ricoh USA, Inc.

Chris DeMars
Senior Director, Dealer Services
Ricoh USA, Inc.

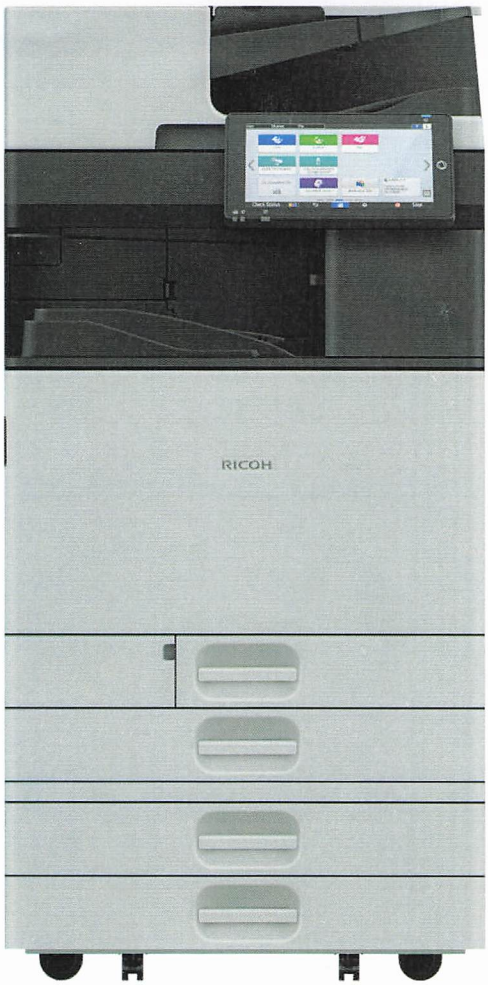
Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

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Created By: Van Renesselaer Manor

Your Configured RICOH IM C6010



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	**27.60in**	**47.60in**
(587mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C6010
- Paper Feed Unit PB3320
- PostScript3 Unit Type M52

Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

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Main Unit

Item/Description	Item #	Power Requirements
IM C6010	419331	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB3320	423699	N/A

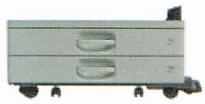
Print/Scan Options

Item/Description	Item #	Power Requirements
PostScript3 Unit Type M52	419416	N/A

Main Unit

Item/Description	Item #	Thumbnail
IM C6010 • Output Speed (Letter): 60 ppm • Recommended Monthly Volume: 9,000 – 18,000 impressions/month • Maximum Monthly Volume: 50,000 impressions/month (Letter paper, 20 lb.) • Power Requirements: 120V-127V, 60Hz • Weight: 222.2 lbs. (100.8 kg) • W × D × H (inches): 23.1 × 27.6 × 37.9 • W × D × H (mm): 586.74 × 701.04 × 962.66 Note: 1. In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3320, LCIT PB3330 or Cabinet Type A5. 2. IM C6010 cannot be installed with Internal Finisher SR3310. 3. This model has been Common Criteria certified.	419331	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB3320 Provides an additional 1,100 sheets. Paper sizes from 5.5" × 8.5" to 12" × 18". Paper weights up to 80 lb./166 lb. Index (300 g/m^2). Weight: 50.7 lbs. (23 kg) W × D × H (inches): 23.1 × 27 × 9.7 W × D × H (mm): 586.74 × 685.8 × 246.38 Note: Paper Feed Unit PB3320 cannot be installed with LCIT PB3330 or Cabinet Type A5.	423699	

Print/Scan Options

Item/Description	Item #	Thumbnail

PostScript3 Unit Type M52 Genuine Adobe® PostScript®3™. Recommended for printing more complex color and PDF files. The IM C4510 and IM C6010 come with standard PostScript3 Emulation and PDF Direct Print Emulation. This option is available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support. When enabled on the MFP, the standard PostScript3 Emulation and PDF Direct Emulation will be disabled. Note: PostScript3 Unit Type M52 cannot be installed with Color Controller E-26C or any related options.	419416	Adobe PostScript 3 Optional

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Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

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Created By: Van Rensselaer Manor

Your Configured RICOH IM C6510



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
55.40in	**34.70in**	**48.30in**
(1,407mm)	(881mm)	(1,227mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120-127V, 16A, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C6510
- Finisher SR4180 (3,000-Sheet/65-Sheet Staple)
- Staple-less Binding Unit Type S16
- PostScript3 Unit Type M60

Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

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Main Unit

Main Unit		
Item/Description	Item #	Power Requirements
IM C6510	423807	120-127V, 16A, 60Hz

Output Paper Handling & Finishing Options

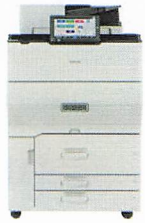
Item/Description	Item #	Power Requirements
Finisher SR4180 (3,000-Sheet/65-Sheet Staple)	423956	N/A
Stapleless Stapling Option		
Item/Description	Item #	Power Requirements
Staple-less Binding Unit Type S16	409677	N/A

Print/Scan Connectivity Options

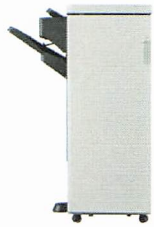
Item/Description	Item #	Power Requirements
PostScript3 Unit Type M60	423813	N/A

Main Unit

Main Unit

Item/Description	Item #	Thumbnail
IM C6510 • Output Speed (Letter): 65 ppm • Recommended Monthly Volume: 10,000 - 30,000 impressions/month • Maximum Monthly Volume: 150,000 impressions/month • Power Requirements: 120-127V, 16A, 60Hz • Weight: 551 lbs. (250 kg) • Dimensions include SPDF: • W × D × H (inches): 29.5 × 34.7 × 48.3 • W × D × H (mm): 749.3 × 881.38 × 1226.82 Note: In order to complete a configuration, one of the following output and finishing options must be added: Finisher SR4180, Finisher SR4170, Booklet Finisher SR4190 or Copy Tray Type M42.	423807	

Output Paper Handling & Finishing Options

Item/Description	Item #	Thumbnail
Finisher SR4180 (3,000-Sheet/65-Sheet Staple) 3,000-sheet Finisher For offices that produce collated and stapled sets of documents, this finisher helps shorten production time, offering 65-sheet, multi-position stapling, mixed sized stapling and shift-sort collating Supports paper sizes up to 12" × 18" Weight: 143.3 lbs. (65 kg) W × D × H (inches): 25.9 × 28.7 × 38.6 W × D × H (mm): 657.86 × 728.98 × 980.44 Note: Finisher SR4180 cannot be installed with Finisher SR4170, Booklet Finisher SR4190, Copy Tray Type M42 or any related options.	423956	

Stapleless Stapling Option

Item/Description	Item #	Thumbnail

Staple-less Binding Unit Type S16 Adds capability for staple-less stapling to Finisher SR4180 or Booklet Finisher SR4190 Supports binding for up to 15 sheets Note: Finisher SR4180 or Booklet Finisher SR4190 must be selected to add this option.	409677	NO IMAGE AVAILABLE

Print/Scan Connectivity Options

Item/Description	Item #	Thumbnail
PostScript3 Unit Type M60 Genuine Adobe® PostScript®3™ — recommended for printing more complex color and PDF files IM C6510 and IM C8010 come with standard PostScript3 and PDF Direct Print Emulation — available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support When enabled on the MFP, the standard PostScript3 and PDF Direct Print Emulation will be disabled	423813	Adobe® PostScript® 3™ Optional

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DE LAGE LANDEN FINANCIAL SERVICES, INC. **LEASE AGREEMENT**

CUSTOMER			
Full Legal Name **RENSSELAER COUNTY**	Tax ID	Phone	Send Email Invoice To:
Billing Address **86 BLOOMINGROVE DR, TROY, NY , US 12180**		Attention To:	Purchase Order

PRODUCT					
Qty	Make	Model	Serial Number(s)	Location	Description
1	RICOH	IM C6010			COLOR MFP
2	RICOH	IM C6510			COLOR MFP

Asset Condition: ☐ **New** ☐ **Used/Not New** ☐ **Mixed (some New, some Used/Not New)** **Attach Separate Schedule A if Necessary**

PAYMENTS				
Number of Payments	Payment	Term in Months: **60**	Payment Frequency: **Monthly**	End of Lease Option: **Fair Market Value**
60	$868.56 **Plus Applicable Taxes**	Advance Rent $0 +	Down Payment =	Total Payment Required $0 **Plus Applicable Taxes**
Does payment include maintenance/service/supplies? ☐ Yes		Is Customer sales tax exempt? ☐ Yes (please provide valid certificate)		

1. Lease: In this Lease Agreement ("**Agreement**"), Customer hereby leases from Company the product(s) identified above, including any replacement parts, repairs, additions, software, and accessories ("**Product**"). This Agreement commences on the "**Commencement Date**" which is earlier of (i) the date Customer signs a delivery and acceptance certificate provided by Company ("**Acceptance**") or (ii) if Company does not require Customer to sign an Acceptance, the date the Product is delivered to Customer, unless Customer notifies Company in writing of Customer's non-acceptance within two (2) days of the date the Product is delivered to Customer. Customer is deemed to have unconditionally and irrevocably accepted the Product on the Commencement Date. This Agreement is not binding on Company until the earlier of (i) the date Company signs this Agreement or (ii) the date Company activates the Agreement as reflected in Company's books and records. CUSTOMER'S OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF, OR COUNTERCLAIM. THIS AGREEMENT MAY BE MODIFIED ONLY IN WRITING SIGNED BY THE PARTIES.

2. Payments: Customer will pay Company the amounts identified in the "PAYMENTS" box above ("**Payments**") beginning on the Commencement Date or any later date Company designates until all amounts are paid in full. If a Payment is not made when due, Customer will pay Company a late charge of 5% of the Payment or $10.00, whichever is greater ("**Late Charge**"). Customer must pay the Late Charge in addition to all other amounts due to Company under this Agreement. Customer will pay Company a $75.00 fee for Company's costs related to preparing documentation, including financing statements, and for administering this Agreement. Company may increase the Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Payment in effect at the end of the prior annual period.

3. Title: See Additional Terms and Conditions.

4. Product Use, Maintenance, and Warranties: COMPANY IS LEASING THE PRODUCT TO CUSTOMER "AS-IS" AND MAKES NO, AND DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Payments do not include the cost of maintenance, service, and/or supplies ("**Service**"), unless indicated in the "PAYMENTS" box above, and Company is not responsible for providing Service. Customer has selected the Product and the service provider ("**Provider**"), if applicable, and expressly assumes all risks arising from the Provider's inability to deliver Service. Customer's obligations to pay all Payments when due will not be affected by any dispute, claim, or defense that Customer has or may have against the manufacturer or supplier, software licensor, and/or Provider. Customer acknowledges that Company did not create, manufacture, supply, distribute, or license (i) the Product or (ii) any other software that subsequently may be installed or used in connection with the Product.

5. Risk of Loss and Insurance: See Additional Terms and Conditions.

6. Taxes: See Additional Terms and Conditions.

7. End of Lease and Renewal: Unless Customer has a $1.00 purchase option, Customer shall give Company at least 60 days, but not more than 120 days, written notice to Company's address below before the expiration of the initial term, or any renewal term, of Customer's intention to purchase or return the Product. If Customer fails to notify Company, or if Customer does not purchase or return the Product as provided in this section, this Agreement will automatically renew at the same Payment amount for consecutive sixty (60) day periods, or the maximum renewal term as permitted by applicable law. Customer shall remove all confidential information from the Product prior to returning the Product.

8. Default and Remedies: Customer is in default under this Agreement if: (a) Customer fails to pay a Payment or any other amount when due; (b) Customer breaches any other obligation under this Agreement or any other Agreement with Company or its affiliates or related parties or under any License; (c) Customer or its owner(s) or any guarantor(s) are listed on, or subject to sanctions from, a U.S. or foreign government sanctions list.. If Customer is in default, Company may exercise, without notice or an opportunity to cure, any one or more of the following: (a) declare the entire balance of unpaid Payments for the full Agreement term immediately due and payable to Company; (b) sue Customer for and receive all Payments and any other payments then accrued or accelerated under this Agreement or any other agreement plus the Product's anticipated end of lease fair market value or fixed price purchase option ("**Residual**") with future Payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (c) charge Customer interest on all amounts due at the rate of 18% per year, or the highest rate permitted by law, from the date of default; (d) cause licensor to terminate all of Customer's rights to use any or all of the software under a License; (e) charge Customer a non-sufficient funds charge of $25.00 for a check that is returned; (f) require that Customer immediately return the Product to any location designated by Company or Company may peaceably repossess it; and (g) pursue all other remedies under applicable law. Any return or repossession will not be considered a termination or cancellation of this Agreement.

9. Assignment: See Additional Terms and Conditions.

10. Miscellaneous: THIS AGREEMENT WAS MADE IN PENNSYLVANIA ("**PA**"), IS DEEMED TO BE PERFORMED IN PA, AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF PA. CUSTOMER CONSENTS TO THE EXCLUSIVE JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN PA, AND WAIVES TRIAL BY JURY. This Agreement is a "Finance Lease" as defined in Article 2A of the UCC. Customer waives all rights and remedies under UCC Section 2A-508 through 2A-522. Any facsimile, photographic or other electronic transmission or electronic signing of this Agreement by you when manually countersigned by Company or attached to Company's manual signature counterpart constitutes the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence; provided if this Agreement constitutes "electronic chattel paper", the version identified by Company as the "single authoritative copy" is the chattel paper for purposes of perfection by control. At Company's option, Company may require a manual signature. CUSTOMER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS AS SET FORTH AT **THE BELOW QR CODE** AND ENTER **672A23V** (ALSO AVAILABLE AT SEEMYTERMS.COM **672A23V**) : (I) WERE READ AND AGREED TO BY CUSTOMER PRIOR TO SIGNING BELOW; (II) ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN; AND (III) ANY CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING GIVEN THEM IN THE TERMS AND CONDITIONS. For information about the Company's privacy practices, please review the Company's privacy statement at https://dllgroup.com/usprivacy.

CUSTOMER		QR CODE	COMPANY	
Customer agrees that this is a non-cancelable lease.		ADDITIONAL T&Cs	**DE LAGE LANDEN FINANCIAL SERVICES, INC.** **1111 OLD EAGLE SCH RD, WAYNE, PA , US 19087-1453** Phone: **(800) 735-3273**	
Full Legal Name **RENSSELAER COUNTY**				
Signature	DOB	Date	Date	Agreement Number **500-50864903**
Title	Print Name		Accepted By	

ACCEPTANCE

The Product has been received, put in use, is in good working order and is satisfactory and acceptable.

Signature	Date	Print Name	Title

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/13

RESOLUTION AUTHORIZING SUPPLEMENTAL AGREEMENT #2 WITH AECOM USA, INC. FOR THE REPLACEMENT OF THE CR 68 SNYDERS CORNER ROAD BRIDGE PROJECT – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/287/17 authorized the execution of an engineering agreement in the amount of $249,579.00 for the replacement of the CR 68 (Snyders Corner Road) bridge and large culvert; and

WHEREAS, In accordance with Resolution G/287/17, an additional $33,585.00 was authorized through a Change Order to cover the cost of additional ROW survey and mapping bringing the total amount to $283,164.00; and

WHEREAS, In order to advance the project, a supplemental agreement is required for additional design services; and

WHEREAS, The start and end date of such agreement, the sources of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

CONTRACT DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT OF CONTRACT
CR 68 (Snyders Corner Road Bridge Replacement) over the Wynantskill Creek and CIN 32, (Snyders Corner Road Large Culvert Replacement) over Unknown Stream – Design Phases I – VI Supplemental Agreement No. 2 9/20/2017-9/20/2027	AECOM USA, Inc. 40 British American Blvd. Latham, NY 12110	H.5120.02500.H1183	$47,108.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:___X_____ P Resolution:_____

Title of Legislation: EXECUTION OF ENGINEERING AGREEMENT – CR 68

Requested by:_____HIGHWAY DEPARTMENT_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 47,108.00 current year
$ 0.00 ongoing expenses per year.

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____FEDERAL ~~AND STATE~~_____X_____

3) For federal funding: amount $_37,686.40_____ and length of time federal funding is available __09/20/2027_____. Is it available for ongoing expenses? Yes __X ____ or No _____

   a) For state funding: amount $_____ and length of time state funding is available _____Is it available for ongoing expenses? Yes __ ____ or No _____

   b) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   c) Tax levy impact for current year $____9,421.60_ and ongoing $____0.00____

   d) Other (please explain) $_____

4) Is this expense or program mandated? Yes ___XX_____ No _____

5) Length of expense or project (one time only, ongoing, etc.): Ongoing.

Justification for the appropriation/expenditure requested. This engineering agreement is for additional design services that are required for the construction of the new bridge. This project will have a life of greater than 10 years.

Department Head

_____

RENSSELAERCOUNTYLEGISLATURE

Introduced by Legislator(s) Loveridge, Danaher, Pavlic

Sent To: Contracts & Agreements **Committee** **Date** June 13, 2017

Resolution No. G/287/17

RESOLUTION AUTHORIZING EXECUTION OF ENGINEERING AGREEMENT WITH AECOM USA, INC. - HIGHWAY DEPARTMENT

WHEREAS, This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Expressions of Interest for CR 68 (Snyders Corner Road Bridge Replacement) over the Wynantskill Creek and CIN 32, (Snyders Corner Road Large Culvert Replacement) over Unknown Stream (PIN 1758.15) ("the Project") have been solicited and ranked in accordance with the New York State Department of Transportation Procedures for Locally Administered Federal-Aid Projects; and

WHEREAS, A selection committee composed of the County Engineer and Deputy County Engineer has designated AECOM USA, Inc., to provide Design Phase I-VI engineering services for the Project; and

WHEREAS, Resolution G/286/17 authorizes the implementation and funding in the first instance 100% of the Federal and non-Federal share of the costs of Design Phase I-V (ROW Incidentals Only) for the Project; and

WHEREAS, The County of Rensselaer understands that a supplemental agreement will be established with the NYSDOT at a later date to cover the costs of Design Phase V (ROW Acquisition Only) and Design Phase VI for the Project; and

WHEREAS, Pursuant to Resolution G/286/17 a capital project has been established; and

WHEREAS, The Project is a Locally Administered Federal-Aid Project involving Federal Surface Transportation Program Off System Funding (STP-OFF) assistance; and

WHEREAS, The County Engineer is authorized to negotiate the agreement for said services as required by Federal and State procedures, subject to review and comment by the New York State Department of Transportation and approval by the Rensselaer County Legislature; and

WHEREAS, Said negotiations have been completed; and

WHEREAS, Review and comment procedures have been completed by the New York State Department of Transportation; and

WHEREAS, The name and address of the contracting party, the start and end dates of the desired agreement, the designated source of funding being limited to capital project code H.5120.02500.H1183, and the amount to be expended over the life of the agreement are as follows:

CONTRACT DESCRIPTION	VENDOR	ESTIMATED AMOUNT OF CONTRACT
CR 68 (Snyders Corner Road Bridge Replacement) over the Wynantskill Creek and CIN 32, (Snyders Corner Road Large Culvert Replacement) over Unknown Stream - Design Phases I - VI	AECOM USA, Inc. 40 British American Blvd. Latham, NY 12110	$249,579.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive shall be, and is hereby authorized to execute an agreement with AECOM USA, Inc. in accord with the approved proposal and in a form to be approved by the County Attorney in the amount of $249,579.00 (Two Hundred and Forty Nine Thousand Five Hundred and Seventy Nine Dollars and No Cents); and, be it further

RESOLVED, That the County Engineer is authorized to approve change orders to the above contract, providing the dollar total does not exceed 20 percent of the original contract; and, be it further

RESOLVED, That this resolution shall take effect immediately.

Resolution ADOPTED by the following vote:
Ayes: 17
Nays: 0
Abstain: 0
June 13, 2017

Clerk of the Legislature

Sent to County Executive 6/14/17

Received from CountyExecutive 6/19/17

Jessica L. Chartes
Clerk of the Legislature

Executive Action

Approved ✓ **Date** 6/16/17

Disapproved _____
Veto Message Attached and Returned to Clerk

Kathleen M. Jimino
County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 13th day June, 2017, and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 19th day of June located at 1600 Seventh Avenue, Troy, New York, and became effective on the 16th day of June, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 19th of June, 2017.

Seal

Jessica L. Charette

Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

RENSSELAER COUNTY DEPARTMENT of ENGINEERING and HIGHWAYS

Steven F. McLaughlin
County Executive

W. Joseph Teliska, P.E.
County Engineer

LETTER OF TRANSMITTAL

DATE: **02/10/2020**

TO: **Edwin Twiss, P.E.**
Deputy Project Manager
AECOM
40 British American Boulevard
Latham, NY 12110

SUBJECT: Mapping and Design Services

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via none of the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples

☐ Copy of letter ☐ Change order ☐ Specifications ☒ Other

Document Type	Copies	Date	No.	Description
Executed CO #1	1		1	

THESE ARE TRANSMITTED as checked below:

☐ For Approval ☐ Approved as submitted ☐ Resubmit copies for approval

☒ For your use ☐ Approved as noted ☐ Submit copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return corrected prints

☐ For review and comment ☐ other

Remarks:

Copies to: **Project File**

Signature: 02-10-2020
W. Joseph Teliska, P.E.
County Engineer

124 BLOOMINGROVE DRIVE • TROY, NEW YORK 12180 • PHONE (518) 283-0973 • FAX (518) 283-1741

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated July 12 2017 between Rensselaer County ("Client"), and AECOM USA, Inc, ("AECOM"), this Change Order, with an effective date of _____, 2020 modifies that Agreement as follows:

1. **Changes to the Services**:

Added Supplemental Agreement #1 Scope of Services / Estimated Fees for ROW Services dated June, 2018, attached herein.

2. **Change to Deliverables**:

Not Applicable

3. **Change in Project Schedule** (attach schedule if appropriate):

Not Applicable

4. **Change in Consultant's Compensation**:

The Services set forth in this Change Order will be performed on the following basis:
]

[ ] No change to Compensation

[ ] Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

[ ] Time and Materials with a Not- to-Exceed amount of ($). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

[ ] Lump Sum [$]

Milestone/Deliverable & Date	Payment Amount
	$

[X] **Cost Plus Fixed Fee:** [Cost $33,358 and Fee $227]

Therefore, the total authorized Compensation, inclusive of the Change Order is $283,164.

5. **Project Impact**:

ROW will be acquired for construction of the new structure.

6. **Other Changes** (including terms and conditions):

Not Applicable

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM USA, Inc.	**Rensselaer County**
Thomas Cascino	Joe Telesca
Signature	Signature
THOMAS CASCINO, P.E.	JOE TELESCA, PE
Printed Name	Printed Name
VICE PRESIDENT	COUNTY ENGINEER
Printed Title	Printed Title (RENSSELAER COUNTY)
Address **40 British American Blvd., 1st Floor** **Latham, NY 12110**	Address 124 BLOOMINGROVE DRIVE TROY, NY 12180

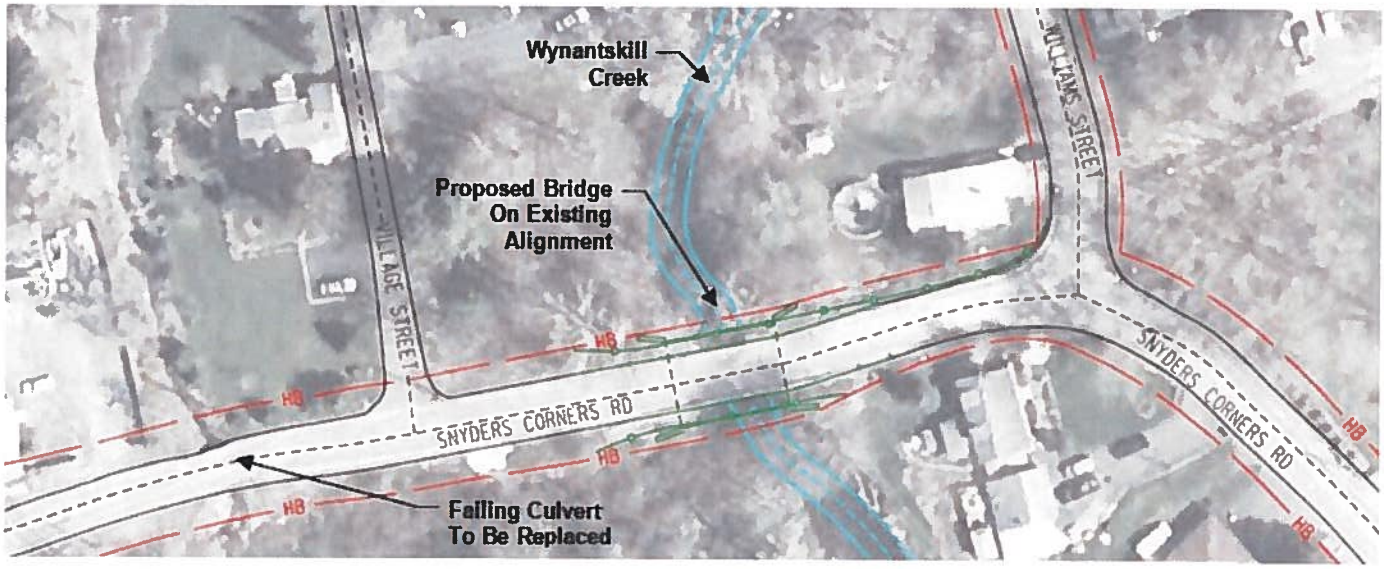
[End of Agreement]

RENSSELAER COUNTY
DEPARTMENT OF ENGINEERING AND HIGHWAYS

SUPPLEMENTAL AGREEMENT #1
SCOPE OF SERVICES /ESTIMATED FEES FOR ROW SERVICES

CR68/Snyders Corner Road over Wynantskill Creek
BIN 3303610
PIN 1758.15

RENSSELAER COUNTY, NEW YORK



JUNE, 2018

AECOM

Table of Contents

Scope of Services/Proposal
PIN – 1758.15
CR68/Snyders Corner Road over Wynantskill Creek

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AECOM Technical Assumptions and Staffing Effort		Exhibit A
RK Hite Staffing Effort		Exhibit B
MJ Engineering Staffing Effort		Exhibit C
Summary		Exhibit D

Section 5 – Right of Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The Consultant will undertake an on-going review and analysis of right of way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The Consultant will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

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5.012 Title Research

5.0121 For the acquisition of temporary easements, the Consultant will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.

5.0122 For the acquisition of real property rights estimated at $10,000 or less, the Consultant will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0123 For the acquisition of real property rights estimated between $10,001 and $40,000, the Consultant will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0124 For the acquisition of real property rights estimated at greater than $40,000, the Consultant will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The Consultant will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The Consultant will submit the Title Certifications to the Municipality.

5.0131 For the acquisition of real property rights estimated at $10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.

5.0132 For the acquisition of real property rights estimated between $10,001 and $40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

5.0133 For the acquisition of real property rights estimated at greater than $40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.

5.0134 The Municipality will acknowledge the receipt of each Title Certification and provide the Consultant, on a per parcel basis, a list of the property owners

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and other compensable property interests. The Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey

No services required.

5.03 Right of Way Mapping

The Consultant will review acquisition maps prepared by others.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the Municipality on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the Consultant will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The Consultant will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The Consultant will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans

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- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The Consultant will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan.

The Consultant will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The Consultant will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photo copies of photos for each acquisition.

5.0721 For uncomplicated acquisitions of real property rights valued at less than $125,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.

5.0722 For acquisitions of entire real property interests, the Consultant will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the

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Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0723 For partial acquisition of real property rights valued at $25,000 or more with no indirect damages to improvements, the Consultant will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0724 For partial acquisition of real property rights valued at $25,000 or more with indirect damages to improvements, the Consultant will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0725 For acquisitions of real property rights valued over $300,000, the Consultant will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The Consultant will perform a separate review of each appraisal. The Consultant will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The Consultant will review the appraisal reports for compliance with state and federal standards. The Consultant will take corrective actions. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract

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- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The Consultant will provide the Municipality with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality will provide the just compensation amounts in writing to the Consultant within 10 days of its receipt of the preliminary appraisal reviews from the Consultant.

5.092 Written Offer

The Consultant will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the Municipality as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
- the basis for the just compensation amount
- a description and location identification of the real property
- the interest in the real property being acquired
- where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer

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- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

The Consultant will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The Consultant will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The Consultant will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The Consultant will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The Consultant will submit real property acquisition documents to the Municipality for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements

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- Referral to the Municipality attorney for initiation of eminent domain proceedings

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

The Consultant will consider any presentations made by the property owner which might affect the value of the property. The Consultant may make recommendations to the Municipality to adjust the written offer. The Municipality may revise the just compensation based on the information provided by the property owner.

The Consultant will document the justification for revising the just compensation.

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The Consultant and/or the Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality will have final approval to authorize administrative settlements.

The Consultant will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e. probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

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The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The Municipality will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at $10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than $10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.

5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over $25.00.

5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.

5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.

5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.

5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

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5.11 Property Management

No services required.

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Section 10 – Estimating & Technical Assumptions

Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1

1.07	Estimate **9** cost and progress reporting periods will occur during the life of this agreement

Section 5

5.011	Estimate **1** meeting(s) with the Municipality.
5.0121	Estimate **0** temporary easement title search
5.0122	Estimate **4** last owner title searches
5.0123	Estimate **0** 20 year title searches
5.0124	Estimate **0** full abstracts.
5.0131	Estimate **4** last owner title certifications.
5.0132	Estimate **0** 20 year title certifications.
5.0133	Estimate **0** full abstract certifications.
5.03	Estimate **4** acquisition map reviews.
5.05	Estimate **1** right of way cost estimate(s).
5.061	Estimate **0** Informational Meetings
5.062	Estimate **0** EDPL Public Hearings
5.071	Estimate **4** Preliminary Property Owner Interviews.
5.0721	Estimate **4** Limited Appraisal Reports.
5.0722	Estimate **0** Full Take Appraisal Reports.
5.0723	Estimate **0** Before & After (land only) Appraisal Reports.
5.0724	Estimate **0** Before & After Appraisal Reports.

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5.0725	Estimate **0** properties requiring two independent appraisal reports.
5.08	Estimate **4** appraisal reviews.
5.09	Estimate **1** meetings with the Municipality.
5.092	Estimate **4** offer packages.
5.093	Estimate **3** negotiation contacts per property owner.
5.095	Estimate **0** revisions to Just Compensation
5.096	Estimate **0** Administrative Settlements.
5.0971	Estimate **0** partial release(s) of mortgage.
	Estimate 0 Lien subordination agreements.
	Estimate **0** Lien satisfactions.
	Estimate **1** miscellaneous title curative issues.
5.0972	Estimate **4** property tax proration calculations.
5.0973	Estimate **4** closing packages.
5.098	Estimate **1** right of way certificates.

Technical Assumptions

- Assume 4 properties will be impacted by the project.
- Assume all acquisition will be valued less than or equal to $10,000 each.
- Assume acquisition maps will be provided by others.
- Assume all recording fees will be waived by the Rensselear County Cerk.

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Exhibit A

EXHIBIT A, PAGE 1

CR68/Snyders Corner Road over Wynantskill Creek
Rensselaer County
P.I.N. 1758.15

Technical Assumptions
June 2018
AECOM

- Hours shown in Exhibit A, Section 1.10, for AECOM represents additional subconsultant management time.
- Hours shown in Exhibit C, Page 2, for MJ Engineering & Land Surveying represents additional subconsultant effort for map production. Original estimate of 4 maps is revised to 8 maps based on actual ROW requirements.
- Construction Support (Section 8) and Construction Inspection (Section 9) activities are anticipated to be added via supplemental agreement. No fees for these services have been included in this proposal.

Exhibit A, Page 2
Salary Schedule

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT May-16	PROJECTED May-17	MAX. HOURLY RATES 2017	2018	OVERTIME CATEGORY
Principal Engineer	IX(A)	$129.29	$108.67	$137.87	$140.63	A
Principal Engineer	VIII(A)	$94.34	$79.08	$96.75	$98.69	A
Principal Engineer	VII(A)	$86.27	$71.52	$92.37	$94.22	B
Senior Engineer VI	VI(A)	$80.03	$67.15	$94.56	$96.45	B
Sr. Engineer	V(A)	$69.30	$58.20	$84.14	$85.82	B
Engineer	IV(A)	$58.39	$49.08	$88.95	$90.73	B
Associate Engineer	III(A)	$50.45	$42.30	$54.63	$55.72	B
Junior Engineer	II/I(A)	$43.79	$36.81	$51.84	$52.88	B
Resident Engineer	IV(N)	$60.05	$49.42	$65.00	$66.30	C
Senior Insp/Technician	III(N)	$46.57	$39.14	$55.31	$56.42	C
Inspector/Technician	II(N)	$33.01	$27.75	$47.29	$48.24	C
Technician	I(N)	$22.18	$18.64	$23.08	$23.54	C
Technical Typist	NA	$31.93	$26.84	$39.28	$40.07	C
Trainee	NA	$26.46	$22.24	$29.42	$30.01	C

NOTES:
Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable.

OVERTIME POLICY:

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Exhibit A, Page 3
Staffing Table

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS															
		1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	2.01	2.02	2.03	2.04	2.05
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)																
Principal Engineer	VII(A)										4						
Senior Engineer VI	VI(A)																
Sr. Engineer	V(A)										8						
Engineer	IV(A)										4						
Associate Engineer	III(A)																
Junior Engineer	II/I(A)																
Resident Engineer	IV(N)																
Senior Insp/Technician	III(N)																
Inspector/Technician	II(N)																
Technician	I(N)																
Technical Typist	NA																
Trainee	NA																
TOTAL		0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0

Task 1.01	Project Description and Location
Task 1.02	Contract Administrator
Task 1.03	Project Classification
Task 1.04	Categorization of Work
Task 1.05	Project Familiarization
Task 1.06	Meetings
Task 1.07	Cost and Progress Reporting
Task 1.08	Policy and Procedures
Task 1.09	Specifications
Task 1.10	Subconsultants
Task 1.11	Subcontractors
Task 2.01	Design Survey
Task 2.02	Design Mapping
Task 2.03	Determination of Existing Conditions
Task 2.04	Accident Data and Analysis
Task 2.05	Traffic Counts

Exhibit A, Page 4
Staffing Table

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS															
		2.06	2.07	2.08	2.09	2.10	2.11	3.01	3.02	3.02 A	3.02 B	3.03	3.04	3.05	3.06	3.07	4.01
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)																
Principal Engineer	VII(A)																
Senior Engineer VI	VI(A)																
Sr. Engineer	V(A)																
Engineer	IV(A)																
Associate Engineer	III(A)																
Junior Engineer	II/I(A)																
Resident Engineer	IV(N)																
Senior Insp/Technician	III(N)																
Inspector/Technician	II(N)																
Technician	I(N)																
Technical Typist	NA																
Trainee	NA																
TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Task 2.06	Capacity Analysis
Task 2.07	Future Plans for Roadway and Coordination with Other Projects
Task 2.08	Soil Investigations
Task 2.09	Hydraulic Analysis
Task 2.10	Bridges to be Rehabilitated - Inspection/Deck Evaluation/Load Rating/Fatigue
Task 2.11	Pavement Evaluation
Task 3.01	Design Criteria
Task 3.02	Development of Alternatives
Task 3.02 A	Selection of Design Alternative(s)
Task 3.02 B	Detailed Evaluation of Alternative(s)
Task 3.03	Cost Estimates
Task 3.04	Preparation of Draft Design Approval Document
Task 3.05	Advisory Agency Review
Task 3.06	Public Information Meeting(s) and/or Public Hearing(s)
Task 3.07	Preparation of Final Design Approval Document
Task 4.01	NEPA Classification

Exhibit A, Page 5
Staffing Table

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS															
		4.02	4.03	4.04	4.05	4.06	5.01	5.02	5.03	5.04	5.05	5.06	5.07	5.08	5.09	5.10	5.11
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)																
Principal Engineer	VII(A)																
Senior Engineer VI	VI(A)																
Sr. Engineer	V(A)																
Engineer	IV(A)																
Associate Engineer	III(A)																
Junior Engineer	II/I(A)																
Resident Engineer	IV(N)																
Senior Insp/Technicia	III(N)																
Inspector/Technician	II(N)																
Technician	I(N)																
Technical Typist	NA																
Trainee	NA																
TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Task 4.02	SEQRA Classification
Task 4.03	Screenings and Preliminary Investigations
Task 4.04	Detailed Studies and Analyses
Task 4.05	Permits and Approvals
Task 4.06	Environmental Hearing
Task 5.01	Abstract Request Map and Title Search
Task 5.02	Right-of Way Survey
Task 5.03	Right-of-Way Mapping
Task 5.04	Right-of-Way Plan
Task 5.05	Right-of-Way Cost Estimates
Task 5.06	Public Hearings/Meetings
Task 5.07	Property Appraisals
Task 5.08	Appraisal Review
Task 5.09	Negotiations and Acquisition of Property
Task 5.10	Relocation Assistance
Task 5.11	Property Management - Temporary/Permanent Easements

Exhibit A, Page 6
Staffing Table

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS															
		6.01	6.01 A	6.01 B	6.01 C	6.02	6.03	6.04	6.05	6.06	6.07	6.08	7.01	7.02	7.03	8.01	9.01
Principal Engineer	IX(A)																
Principal Engineer	VIII(A)																
Principal Engineer	VII(A)																
Senior Engineer VI	VI(A)																
Sr. Engineer	V(A)																
Engineer	IV(A)																
Associate Engineer	III(A)																
Junior Engineer	II/I(A)																
Resident Engineer	IV(N)																
Senior Insp/Technicia	III(N)																
Inspector/Technician	II(N)																
Technician	I(N)																
Technical Typist	NA																
Trainee	NA																
TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Task 6.01	Preliminary Bridge Plans (Including 6.01A, 6.01B, & 6.01C)
Task 6.01 A	New and Replacement Bridges - Preliminary Bridge Plan - Structure Justification Report
Task 6.01 B	Bridge Rehabilitations - Preliminary Bridge Rehabilitation Plan
Task 6.01 C	Selected Structural Treatment
Task 6.02	Advance Detail Plans (ADP)
Task 6.03	Contract Documents
Task 6.04	Cost Estimate
Task 6.05	Utilities
Task 6.06	Railroads
Task 6.07	Bridge Inventory and Load Rating Forms
Task 6.08	Information Transmittal
Task 7.01	Advertisement
Task 7.02	Bid Opening (Letting)
Task 7.03	Award
Task 8.01	Construction Support
Task 9.01	Equipment

Exhibit A, Page 7
Staffing Table

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS 9.02	9.03	9.04	9.05	9.06	9.07	9.07 A	9.07 B	9.07 C	9.07 D	Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
Principal Engineer	IX(A)											0	$108.67	$0.00
Principal Engineer	VIII(A)											0	$79.08	$0.00
Principal Engineer	VII(A)											4	$71.52	$286.08
Senior Engineer VI	VI(A)											0	$67.15	$0.00
Sr. Engineer	V(A)											8	$58.20	$465.60
Engineer	IV(A)											4	$49.08	$196.31
Associate Engineer	III(A)											0	$42.30	$0.00
Junior Engineer	II/I(A)											0	$36.81	$0.00
Resident Engineer	IV(N)											0	$49.42	$0.00
Senior Insp/Technicia	III(N)											0	$39.14	$0.00
Inspector/Technician	II(N)											0	$27.75	$0.00
Technician	I(N)											0	$18.64	$0.00
Technical Typist	NA											0	$26.84	$0.00
Trainee	NA											0	$22.24	$0.00
TOTAL		0	0	0	0	0	0	0	0	0	0	16		$948

Task 9.02	Inspection
Task 9.03	Municipal Project Engineer
Task 9.04	Ethics
Task 9.05	Health and Safety Requirements
Task 9.06	Staff Qualifications and Training
Task 9.07	Scope of Services/Performance Requirements
Task 9.07 A	Quality
Task 9.07 B	Record Keeping and Payments to the Contractor
Task 9.07 C	Health & Safety/Maintenance and Protection of Traffic
Task 9.07 D	Monitoring Equal Opportunity/Labor Requirements

Exhibit A, Page 8
Estimate of Direct Non-Salary Cost

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

1. Travel, Lodging and Subsistance

Trips To	Trips	Miles/Trip	Total
Site	0	48	0
County Office	0	48	0

	Total Mileage Design Phase	0	@	0.55	=	$0.00
	Total Mileage Construction Phase	0	@	0.55	=	$0.00
Lodging & Subsist.	Estimated Days	0	Rate =	$80	=	$0.00

TOTAL TRAVEL, LODGING AND SUBSISTENCE = $0.00

2. Reproduction, Drawings & Reports

	Each	Sheets/Set	Sets	Total
Paper Prints	$0.75	0	5	$0.00
Xerox (8.5x11)	$0.10	0	15	$0.00
Laser Color (8.5x11)	$1.10	0	30	$0.00
Laser Color (11x17)	$1.70	0	30	$0.00
Mylar/Reproducible	$10.00	0	2	$0.00
Data Base Search/Sanborn Maps				$0.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS = $0.00

3. Advertising/Permit Fees = $0.00

4. Soil Borings 0 borings @ $5,500.00 /boring = $0.00

5. Materials Testing/Reporting = $0.00

6. Owner's Protective Insurance (Estimated) = $0.00

7. Phase I Archeology (Estimated) = $0.00

8. Miscellaneous Expenses

a. Photographs

100 reprints @ $0.50 each = $50.00

b. Overnight Delivery

5 @ $30.00/each = $150.00

TOTAL MISCELLANEOUS EXPENSES = $0.00

TOTAL DIRECT NON-SALARY COST = $0.00

Exhibit B

Exhibit B, Page 1
Specific Hourly Rate Schedule
December 16, 2016 (rev0)
R.K. Hite & Co., Inc.

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Job Title	Hourly Rates			Overtime Category
	Projected (2017)	Projected (2018)	Maximum	
Principal	$125.00	$130.00	$130.00	A
Project Manager	$97.00	$99.00	$99.00	A
Appraisal Reviewer	$90.00	$92.00	$92.00	B
Relocation Specialist	$90.00	$92.00	$92.00	B
Field Coordinator	$70.00	$72.00	$72.00	B
Property Rights Specialist	$65.00	$66.00	$66.00	B
Title Specialist	$63.00	$64.00	$64.00	B
Title Examiner	$65.00	$66.00	$66.00	B
Data Manager	$75.00	$77.00	$77.00	B
Data Technician	$61.00	$62.00	$62.00	B
Secretary	$40.00	$40.00	$40.00	B
Title Attorney	$100.00	$100.00	$100.00	A
Appraiser	$90.00	$90.00	$90.00	A
EDPL Attorney	$225.00	$225.00	$225.00	A

NOTE:
Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A: No overtime compensation.
Category B: Overtime compensated at straight time rate.

EXHIBIT B, PAGE 2
December 16, 2016 (rev0)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill
PIN: 1758.15
Town: North Greenbush
County: Rensselear

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION		JOB TITLE								TOTALS
			PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY	
GENERAL											
1.05	Project Familiarization		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		3.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	9.00
	SUBTOTAL		3.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	9.00
INCIDENTAL PHASE											
5.01	Abstract Request Map and Title Search		6.50	0.00	4.00	48.00	4.00	0.00	7.50	6.50	76.50
5.02	Right of Way Survey		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		1.00	0.00	2.00	2.00	0.00	0.00	2.00	2.00	9.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.07	Property Appraisals		2.00	0.00	20.00	0.00	0.00	0.00	6.00	3.00	31.00
5.08	Appraisal Reviews		1.00	20.00	0.00	0.00	0.00	0.00	2.00	2.00	25.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		12.50	20.00	26.00	50.00	4.00	0.00	17.50	13.50	143.50
ACQUISITION PHASE											
5.09	Negotiations & Property Acquisition		9.50	0.00	56.50	15.00	0.00	0.00	23.25	23.25	127.50
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		9.50	0.00	56.50	15.00	0.00	0.00	23.25	23.25	127.50
TOTAL HOURS			25.00	20.00	82.50	65.00	4.00	0.00	43.75	39.75	280.00
PROJECTED HOURLY RATE			$99.00	$92.00	$66.00	$64.00	$66.00	$77.00	$62.00	$40.00	
LABOR COST			$2,475.00	$1,840.00	$5,445.00	$4,160.00	$264.00	$0.00	$2,712.50	$1,590.00	$18,486.50

EXHIBIT B, PAGE 2b
December 16, 2016 (rev0)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION		TITLE ATTORNEY	APPRAISER	EDPL ATTORNEY	TOTALS
GENERAL						
1.05	Project Familiarization		0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		0.00	0.00	0.00	0.00
	SUBTOTAL		0.00	0.00	0.00	0.00
INCIDENTAL PHASE						
5.01	Abstract Request Map and Title Search		8.00	0.00	0.00	8.00
5.02	Right of Way Survey		0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		0.00	0.00	0.00	0.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00
5.07	Property Appraisals		0.00	44.00	0.00	44.00
5.08	Appraisal Reviews		0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		8.00	44.00	0.00	52.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		4.00	0.00	0.00	4.00
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		4.00	0.00	0.00	4.00
TOTAL HOURS			12.00	44.00	0.00	56.00
PROJECTED HOURLY RATE			$100.00	$90.00	$225.00	
LABOR COST			$1,200.00	$3,960.00	$0.00	$5,160.00

EXHIBIT B, PAGE 3
Estimate of Direct Non-Salary Cost
R.K. Hite & Co., Inc.
December 16, 2016 (rev0)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem	4 Nights @	$174.00	/night			$696.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles			
Incidental Phase							
To Site	Auto	3	550	1650			
Local	Auto	0	100	0			
Acquisition Phase							
To Site	Auto	4	100	400			
Local	Auto	0	10	0			
				2050	@	$0.535	$1,096.75

	$1,792.75
Reproduction, Drawings & Reports	$193.75
Telephone	$23.00
Postage & Deliveries	$6.00
Supplies and Miscellaneous	$48.00
Recording Fees	$0.00
TOTAL DIRECT NON-SALARY COSTS	$2,063.50

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek

EXHIBIT B, PAGE 4
Summary
December 16, 2016 (rev0)
R.K. HITE & CO., INC.

PIN: 1758.15
Town: North Greenbush
County: Rensselear

	221 Incidental	222 Acquisition	TOTAL
ITEM 1A, (estimated - subject to audit)	$10,184.00	$8,302.50	$18,486.50
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	$1,785.75	$277.75	$2,063.50
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Closing Attorney) (estimated -subject to audit)	$800.00	$400.00	$1,200.00
Item II, Direct Non-Salary Cost (S EDPL Attorney) (estimated -subject to audit)	$0.00	$0.00	$0.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	$3,960.00	$0.00	$3,960.00
	$16,729.75	$8,980.25	$25,710.00

Exhibit C

Exhibit C, Page 1
Salary Schedule

M. J. ENGINEERING AND LAND SURVEYING, P. C.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES 2018 Certifed Roster	PROJECTED 2018	MAX 2018	OVERTIME CATEGORY
Project Manager	VII (A)	$69.40	$69.40	$74.00	A
Engineer VI	VI (A)	$65.60	$65.60	$68.00	A
Engineer V	V (A)	$61.80	$61.80	$68.00	A
Engineer IV	IV (A)	$44.80	$44.80	$52.00	A
Team Leader/On Site P.E.	IV (A)	$50.00	$50.00	$50.00	B
Engineer III	III (A)	$38.20	$38.20	$40.25	A
Asst. Team Leader	III (A)	$35.00	$35.00	$35.00	B
Engineer II	II (A)	$25.60	$25.60	$34.00	B
Resident Engineer	IV (N)	$48.15	$48.15	$50.00	B
Office Engineer	IV (N)	$40.00	$40.00	$40.00	B
Land Surveyor	IV (N)	$40.00	$40.00	$40.00	B
Technician IV	IV (N)	$47.75	$47.75	$55.00	B
Senior Inspector	III (N)	$42.50	$42.50	$45.00	C
HDS Technician III	III (N)	$29.50	$29.50	$29.50	C
Inspector	II (N)	$34.00	$34.00	$35.00	C
Technician III	III (N)	$32.00	$32.00	$36.50	C
Technician II	II (N)	$21.50	$21.50	$29.00	C
Party Chief	III (N)	$29.15	$29.15	$33.00	C
Instrument Person	II (N)	$19.85	$19.85	$28.00	C
Party Chief (Field)	III (N)	$29.15	$29.15	$33.00	C
Instrument Person (Field)	II (N)	$19.85	$19.85	$28.00	C

NOTES:
Hourly rates shall not exceed the maximum hourly rates set for this agreement or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

County(ies):
PREVAILING WAGE RATES - The difference between the required prevailing wage rate and the individual's actual hourly rate, if the individual's rate is lower, is considered a direct cost:
For prevailing wages, the prevailing wage overtime policy will apply.

		Prevailing Rate	Individual's Actual Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	$40.01	$29.15	$10.86	$0.98	$11.84
Instrument Person	II (N)	$36.74	$19.85	$16.89	$1.52	$18.41

SUPPLEMENTAL BENEFITS are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead)

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	$24.20	$10.56	$13.64	$0.00	$1.23	$14.87
Instrument Person	II (N)	$24.20	$5.50	$18.70	$0.00	$1.68	$20.38

NOTES:
Prevailing rate and supplemental benefit differences, as well as the Payroll Additive factor are subject to audit.

Exhibit C, Page 2
Staffing Table

M. J. ENGINEERING AND LAND SURVEYING, P. C.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	3			Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
Project Manager	VII (A)	2			2	$69.40	$138.80
Land Surveyor	IV (N)	8			8	$40.00	$320.00
Technician IV	IV (N)				0	$47.75	$0.00
Technician III	III (N)	20			20	$32.00	$640.00
Technician II	II (N)	30			30	$21.50	$645.00
Party Chief	III (N)				0	$29.15	$0.00
Instrument Person	II (N)				0	$19.85	$0.00
Party Chief (Field)	III (N)				0	$29.15	$0.00
Instrument Person (Field)	II (N)				0	$19.85	$0.00
	TOTAL	60			60		$1,743.80
		$ 1,744	$ -	$ -	$ 1,744		

1 Design Survey & Mapping
2 Hydraulic Section Survey
3 ROW Survey & Mapping

Exhibit C, Page 3
Estimate of Direct Non-Salary Costs

M. J. ENGINEERING AND LAND SURVEYING, P. C.

EXPENDABLE ITEMS

1. Lodging and Per Diem

	Days		Rate	
	0	@	$0.00	$0.00
			TOTAL LODGING AND PER DIEM	$0.00

2. Survey Personnel Costs

Wage Differential		Hours	@	Rate	
Party Chief	III (N)	0		$11.84	$0.00
Instrument Person	II (N)	0		$18.41	$0.00
				SUBTOTAL Wage Differential	$0.00
Supplemental Benefits		Hours	@	Rate	
Party Chief	III (N)	0		$14.87	$0.00
Instrument Person	II (N)	0		$20.38	$0.00
				SUBTOTAL Supplemental Benefits:	$0.00
				TOTAL SURVEY PERSONNEL	$0.00

TOTAL DIRECT NON-SALARY COSTS **$0.00**

TOTAL NON-EXPENDABLE COSTS **$0.00**

SUMMARY

M. J. ENGINEERING AND LAND SURVEYING, P. C.

Item IA, Direct Technical Salaries (estimated) subject to audit	$1,744
Item IB, Direct Technical Salaries Premium Portion of overtime subject to of overtime subject to audit (estimate)	$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	$0
Item IIB, Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	$0
Item III, Overhead (estimated @ 180% combined) subject to audit	$3,139
Item IV, Fixed Fee (negotiated)	$500
Item IIC, Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	$0
Total Estimated Cost	$5,383

FUNDING

Funds allocated to Item II shall not be transferred to Item I without justification provided by the consultant and approved in writing by the State's project manager.

Exhibit D

Exhibit D, Page 1
Summary

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

Item 1A, Direct Technical Salaries (estimated) subject to audit	$948
Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	0
Item II, Direct Non-Salary Cost (estimated) subject to audit	$0
Item II, Direct Non-Salary Cost (estimated) subject to audit (BC&A Sub-Consultant Cost)	
Item III, Overhead (estimated) subject to audit	$1,318
Item IV, Fixed Fee (negotiated)	$227
Item II, Direct Non-Salary Cost (estimated) subject to audit	
(MJELS Sub-Consultant Cost)	$5,383
(RK Hite Sub-Consultant Cost)	$25,710
Total Estimated Cost	**$33,585**

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated July 12 2017 between Rensselaer County ("Client"), and AECOM USA, Inc, ("AECOM"), this Change Order, with an effective date of _____, 2025 modifies that Agreement as follows:

1. **Changes to the Services**:

Added Supplemental Agreement #2 Scope of Services / Estimated Fees for Additional Design Services dated January 2023, attached herein.

2. **Change to Deliverables**:

Not Applicable

3. **Change in Project Schedule** (attach schedule if appropriate):

Not Applicable

4. **Change in Consultant's Compensation**:

The Services set forth in this Change Order will be performed on the following basis*:*
]

[ ] No change to Compensation

[ ] Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

[ ] Time and Materials with a Not- to-Exceed amount of ($). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

[ ] Lump Sum [$]

Milestone/Deliverable & Date	Payment Amount
	$

[X] **Cost Plus Fixed Fee:** [Cost $43,668 and Fee $3,440]

Therefore, the total authorized Compensation, inclusive of the Change Order is $330,272.

5. **Project Impact**:

N/A

6. **Other Changes** (including terms and conditions):

Not Applicable

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM USA, Inc.	**Rensselaer County**
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Address **40 British American Blvd., 1st Floor** **Latham, NY 12110**	Address _____ _____

[End of Agreement]

RENSSELAER COUNTY
DEPARTMENT OF ENGINEERING AND HIGHWAYS

SUPPLEMENTAL AGREEMENT #2
SCOPE OF SERVICES /ESTIMATED FEES FOR
ADDITIONAL DESIGN SERVICES

CR68/Snyders Corner Road over Wynantskill Creek
BIN 3303610
PIN 1758.15

RENSSELAER COUNTY, NEW YORK



JANUARY, 2023

AECOM

SUPPLEMENTAL AGREEMENT NO. 2

CR 68/Snyders Corner Road over Wynantskill Creek
Rensselaer County
P.I.N. 1758.15

Scope of Additional Engineering Services

2.09 – Hydraulic Analysis **Total Additional Hours: 218 hrs**

AECOM USA, Inc. (AECOM) had completed the hydraulic analysis and thereafter a storm event in 2020 washed out the culvert (designated as CIN 32, within the project limits) that was part of the model and the hydraulic analysis. Additional work is detailed below as back up for the requested additional hours. The associated tasks results in an additional 218 hours.

Data Collection and Field Visit - AECOM will obtain the effective FIS hydraulic model from the FEMA Engineering Library, collect 2020 culvert replacement data and conduct a site visit to gather field measurements of the culvert which was installed in 2020. This subtask will require an additional 28 hours.

Hydrologic and Hydraulic Analysis – AECOM will check and update StreamStat flows, refine the effective Model; a new existing condition model (reflecting the 2020 replacement culvert) and proposed condition model (two iterations to maintain the no rise condition). Additionally, AECOM assumes that the no rise is attainable and henceforth, will update the report with a no rise certificate. We have assumed in this supplemental that CLOMR is not included. Additionally, we propose to run design simulations to include the 20% flow surplus and update the hydraulic engineering tables in accordance with the NYSDOT Bridge Manual. This subtask will require an additional 156 hours.

Scour Analysis – AECOM will recalculate the abutment scour, contraction scour and pressure scour using HEC -18 equation for design and check scour flows. This subtask will require an additional 34 hours.

3.06 – Public Information Meeting(s) and/or Public Hearing(s)Inspection
Total Additional Hours: 42 hrs

The associated tasks result in an additional 42 hours.

AECOM had originally scheduled the public information meeting for March 25, 2020. The COVID-19 outbreak necessitated the cancelation of the meeting on March 18, 2020. Subsequently, AECOM prepared a virtual public information meeting with an audio recording. The virtual public meeting was never posted to the Rensselaer County website and AECOM rescheduled the in-person public information meeting for November 3, 2022. The presentation needed to be updated for the second public information meeting based on the new culvert, the updated replacement cost and the revised schedule.

Salary Schedule

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES PRESENT May-22	PROJECTED May-23	MAX. HOURLY RATES 2022	2023	OVERTIME CATEGORY
Officer-In-Charge	IX(A)	$144.42	$109.20	$100.00	$100.00	A
Senior Engineer	VIII(A)	$96.54	$100.40	$96.54	$100.00	A
Senior Manager	VII(A)	$95.80	$99.63	$100.00	$100.00	B
Engineer	VI(A)	$76.87	$79.94	$100.00	$100.00	B
Engineer	V(A)	$59.88	$62.28	$97.44	$100.00	B
Engineer	IV(A)	$60.22	$62.63	$89.62	$93.20	B
Engineer	III(A)	$52.11	$54.19	$93.78	$97.53	B
Engineer	II/I(A)	$40.43	$42.05	$82.21	$85.50	B
Chief Inspector	IV(N)	$68.07	$70.79	$89.32	$92.89	C
Office Engineer	III(N)	$56.13	$58.38	$70.37	$73.18	C
Technician	II(N)	$31.48	$32.74	$35.29	$36.70	C
Technician	I(N)	$18.90	$19.66	$18.90	$19.66	C
Technical Typist	NA	$40.03	$41.63	$49.11	$51.07	C
Intern	NA	$23.59	$24.53	$40.19	$41.80	C

NOTES:
Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable.

OVERTIME POLICY:

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate.
Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS															
		2.06	2.07	2.08	2.09	2.10	2.11	3.01	3.02	3.02 A	3.02 B	3.03	3.04	3.05	3.06	3.07	4.01
Officer-In-Charge	IX(A)																
Senior Engineer	VIII(A)				26										2		
Senior Manager	VII(A)																
Engineer	VI(A)														16		
Engineer	V(A)																
Engineer	IV(A)														24		
Engineer	III(A)				60												
Engineer	II/I(A)				132												
Chief Inspector	IV(N)																
Office Engineer	III(N)																
Technician	II(N)																
Technician	I(N)																
Technical Typist	NA																
Intern	NA																
TOTAL		0	0	0	218	0	0	0	0	0	0	0	0	0	42	0	0

Task 2.06	Capacity Analysis
Task 2.07	Future Plans for Roadway and Coordination with Other Projects
Task 2.08	Soil Investigations
Task 2.09	Hydraulic Analysis
Task 2.10	Bridges to be Rehabilitated - Inspection/Deck Evaluation/Load Rating/Fatigue
Task 2.11	Pavement Evaluation
Task 3.01	Design Criteria
Task 3.02	Development of Alternatives
Task 3.02 A	Selection of Design Alternative(s)
Task 3.02 B	Detailed Evaluation of Alternative(s)
Task 3.03	Cost Estimates
Task 3.04	Preparation of Draft Design Approval Document
Task 3.05	Advisory Agency Review
Task 3.06	Public Information Meeting(s) and/or Public Hearing(s)
Task 3.07	Preparation of Final Design Approval Document
Task 4.01	NEPA Classification

Staffing Table

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	TASKS 9.02	9.03	9.04	9.05	9.06	9.07	9.07 A	9.07 B	9.07 C	9.07 D	Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
Officer-In-Charge	IX(A)											0	$109.20	$0.00
Senior Engineer	VIII(A)											28	$100.40	$2,811.24
Senior Manager	VII(A)											0	$99.63	$0.00
Engineer	VI(A)											16	$79.94	$1,279.12
Engineer	V(A)											0	$62.28	$0.00
Engineer	IV(A)											24	$62.63	$1,503.09
Engineer	III(A)											60	$54.19	$3,251.66
Engineer	II/I(A)											132	$42.05	$5,550.23
Chief Inspector	IV(N)											0	$70.79	$0.00
Office Engineer	III(N)											0	$58.38	$0.00
Technician	II(N)											0	$32.74	$0.00
Technician	I(N)											0	$19.66	$0.00
Technical Typist	NA											0	$41.63	$0.00
Intern	NA											0	$24.53	$0.00
TOTAL		0	0	0	0	0	0	0	0	0	0	260		$14,395

Task 9.02	Inspection
Task 9.03	Municipal Project Engineer
Task 9.04	Ethics
Task 9.05	Health and Safety Requirements
Task 9.06	Staff Qualifications and Training
Task 9.07	Scope of Services/Performance Requirements
Task 9.07 A	Quality
Task 9.07 B	Record Keeping and Payments to the Contractor
Task 9.07 C	Health & Safety/Maintenance and Protection of Traffic
Task 9.07 D	Monitoring Equal Opportunity/Labor Requirements

Estimate of Direct Non-Salary Cost

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

1. Travel, Lodging and Subsistance

	Total Mileage Design Phase	400	@	0.585	=	$234.00
	Total Mileage Construction Phase	0	@	0.585	=	$0.00
Lodging & Subsist.	Estimated Days	0	Rate =	$80	=	$0.00

TOTAL TRAVEL, LODGING AND SUBSISTENCE = $234.00

2. Reproduction, Drawings & Reports

	Each	Sheets/Set	Sets	Total
Paper Prints	$0.75	0	5	$0.00
Xerox (8.5x11)	$0.10	0	15	$0.00
Laser Color (8.5x11)	$1.10	0	30	$0.00
Laser Color (11x17)	$1.70	0	30	$0.00
Mylar/Reproducible	$10.00	0	2	$0.00
Data Base Search/Sanborn Maps				$0.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS = $0.00

3. Advertising/Permit Fees = $0.00

4. Soil Borings 0 borings @ $5,500.00 /boring = $0.00

5. Materials Testing/Reporting = $0.00

6. Owner's Protective Insurance (Estimated) = $0.00

7. FEMA Hydraulic Model = $500.00

8. Miscellaneous Expenses

a. Photographs

100 reprints @ $0.50 each = $50.00

b. Overnight Delivery

5 @ $30.00/each = $150.00

TOTAL MISCELLANEOUS EXPENSES = $0.00

TOTAL DIRECT NON-SALARY COST = $734.00

Summary

AECOM USA, Inc.
CR 68/ Snyders Corner Road over Wynantskill Creek
PIN: 1758.15

Item 1A, Direct Technical Salaries (estimated) subject to audit	$14,395
Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	0
Item II, Direct Non-Salary Cost (estimated) subject to audit	$734
Item II, Direct Non-Salary Cost (estimated) subject to audit (BC&A Sub-Consultant Cost)	
Item III, Overhead (estimated) subject to audit	$20,010
Item IV, Fixed Fee (negotiated)	$3,440
Item II, Direct Non-Salary Cost (estimated) subject to audit (MJELS Sub-Consultant Cost)	$0
(RK Hite Sub-Consultant Cost) - See Attachment A&B	
ATTACHMENT A - Scope and Fee - Dated 1/10/2023 - Revision #3	$34,239
ATTACHMENT B - Scope and Fee - Dated 12/16/2016 Revision #0 - LESS (Revision #0 was originally Included in SA#1)	($25,710)
Total Estimated Cost	**$47,108**

Attachment A

Exhibit B, Page 1
Specific Hourly Rate Schedule
January 10, 2023 (rev3)
R.K. Hite & Co., Inc.

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Job Title	Hourly Rates			Overtime Category
	2023	2024	Maximum	
Principal	$150.00	$155.00	$155.00	A
Project Manager	$112.00	$115.00	$115.00	A
Appraisal Reviewer	$105.00	$108.00	$108.00	B
Relocation Specialist	$105.00	$85.00	$85.00	B
Field Coordinator	$82.00	$84.00	$84.00	B
Property Rights Specialist	$77.00	$79.00	$79.00	B
Title Specialist	$73.00	$75.00	$75.00	B
Title Examiner	$77.00	$79.00	$79.00	B
Data Manager	$89.00	$92.00	$92.00	B
Data Technician	$75.00	$77.00	$77.00	B
Secretary	$44.00	$45.00	$45.00	B
Title Attorney	$125.00	$125.00	$100.00	A
Appraiser	$90.00	$90.00	$90.00	A
EDPL Attorney	$250.00	$250.00	$250.00	A

NOTE:
Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A: No overtime compensation.
Category B: Overtime compensated at straight time rate.

EXHIBIT B, PAGE 2
January 10, 2023 (rev3)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill
PIN: 1758.15
Town: North Greenbush
County: Rensselear

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION		JOB TITLE								TOTALS
			PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY	
GENERAL											
1.05	Project Familiarization		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		4.50	0.00	0.00	0.00	0.00	0.00	4.50	4.50	13.50
	SUBTOTAL		4.50	0.00	0.00	0.00	0.00	0.00	4.50	4.50	13.50
INCIDENTAL PHASE											
5.01	Abstract Request Map and Title Search		11.00	0.00	8.00	40.00	4.00	0.00	8.00	7.00	78.00
5.02	Right of Way Survey		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		2.00	0.00	4.00	4.00	0.00	0.00	4.00	4.00	18.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.07	Property Appraisals		2.00	0.00	20.00	0.00	0.00	0.00	6.00	3.00	31.00
5.08	Appraisal Reviews		1.00	20.00	0.00	0.00	0.00	0.00	2.00	2.00	25.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		18.00	20.00	32.00	44.00	4.00	0.00	20.00	16.00	154.00
ACQUISITION PHASE											
5.09	Negotiations & Property Acquisition		13.25	0.00	86.00	17.00	0.00	0.00	28.25	28.25	172.75
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		13.25	0.00	86.00	17.00	0.00	0.00	28.25	28.25	172.75
TOTAL HOURS			35.75	20.00	118.00	61.00	4.00	0.00	52.75	48.75	340.25
PROJECTED HOURLY RATE			$115.00	$108.00	$79.00	$75.00	$79.00	$92.00	$77.00	$45.00	
LABOR COST			$4,111.25	$2,160.00	$9,322.00	$4,575.00	$316.00	$0.00	$4,061.75	$2,193.75	$26,739.75

EXHIBIT B, PAGE 2b
January 10, 2023 (rev3)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION		TITLE ATTORNEY	APPRAISER	CLOSING ATTORNEY / EDPL ATTORNEY	TOTALS
GENERAL						
1.05	Project Familiarization		0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		0.00	0.00	0.00	0.00
	SUBTOTAL		0.00	0.00	0.00	0.00
INCIDENTAL PHASE						
5.01	Abstract Request Map and Title Search		8.00	0.00	0.00	8.00
5.02	Right of Way Survey		0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		0.00	0.00	0.00	0.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00
5.07	Property Appraisals		0.00	52.00	0.00	52.00
5.08	Appraisal Reviews		0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		8.00	52.00	0.00	60.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		4.00	0.00	2.00	6.00
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		4.00	0.00	2.00	6.00
TOTAL HOURS			12.00	52.00	2.00	66.00
PROJECTED HOURLY RATE			$125.00	$90.00	$250.00	
LABOR COST			$1,500.00	$4,680.00	$500.00	$6,680.00

EXHIBIT B, PAGE 3
Estimate of Direct Non-Salary Cost
R.K. Hite & Co., Inc.
January 10, 2023 (rev3)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem			0	Nights @	$174.00	/night		$0.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles				
Incidental Phase								
To Site	Auto		1	200	200			
Local	Auto		1	80	80			
Acquisition Phase								
To Site	Auto		4	80	320			
Local	Auto		0	10	0			
					600	@	$0.625	$375.00

	$375.00
Reproduction, Drawings & Reports	$196.75
Telephone	$31.00
Postage & Deliveries	$6.00
Supplies and Miscellaneous	$210.00
Recording Fees	$0.00
TOTAL DIRECT NON-SALARY COSTS	$818.75

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek

EXHIBIT B, PAGE 4
Summary
January 10, 2023 (rev3)
R.K. HITE & CO., INC.

PIN: 1758.15
Town: North Greenbush
County: Rensselear

	221 Incidental	222 Acquisition	TOTAL
ITEM 1A, (estimated - subject to audit)	$13,167.25	$13,572.50	$26,739.75
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	$398.00	$420.75	$818.75
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title Attorney) (estimated -subject to audit)	$1,000.00	$500.00	$1,500.00
Item II, Direct Non-Salary Cost (Closing/EDPL Attorney) (estimated -subject to audit)	$0.00	$500.00	$500.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	$4,680.00	$0.00	$4,680.00
	$19,245.25	$14,993.25	$34,238.50

Attachment B

Exhibit B, Page 1
Specific Hourly Rate Schedule
December 16, 2016 (rev0)
R.K. Hite & Co., Inc.

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Job Title	Hourly Rates			Overtime Category
	Projected (2017)	Projected (2018)	Maximum	
Principal	$125.00	$130.00	$130.00	A
Project Manager	$97.00	$99.00	$99.00	A
Appraisal Reviewer	$90.00	$92.00	$92.00	B
Relocation Specialist	$90.00	$92.00	$92.00	B
Field Coordinator	$70.00	$72.00	$72.00	B
Property Rights Specialist	$65.00	$66.00	$66.00	B
Title Specialist	$63.00	$64.00	$64.00	B
Title Examiner	$65.00	$66.00	$66.00	B
Data Manager	$75.00	$77.00	$77.00	B
Data Technician	$61.00	$62.00	$62.00	B
Secretary	$40.00	$40.00	$40.00	B
Title Attorney	$100.00	$100.00	$100.00	A
Appraiser	$90.00	$90.00	$90.00	A
EDPL Attorney	$225.00	$225.00	$225.00	A

NOTE:
Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A: No overtime compensation.
Category B: Overtime compensated at straight time rate.

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill
PIN: 1758.15
Town: North Greenbush
County: Rensselear

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION		JOB TITLE								TOTALS
			PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY	
GENERAL											
1.05	Project Familiarization		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		3.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	9.00
	SUBTOTAL		3.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	9.00
INCIDENTAL PHASE											
5.01	Abstract Request Map and Title Search		6.50	0.00	4.00	48.00	4.00	0.00	7.50	6.50	76.50
5.02	Right of Way Survey		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		1.00	0.00	2.00	2.00	0.00	0.00	2.00	2.00	9.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.07	Property Appraisals		2.00	0.00	20.00	0.00	0.00	0.00	6.00	3.00	31.00
5.08	Appraisal Reviews		1.00	20.00	0.00	0.00	0.00	0.00	2.00	2.00	25.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		12.50	20.00	26.00	50.00	4.00	0.00	17.50	13.50	143.50
ACQUISITION PHASE											
5.09	Negotiations & Property Acquisition		9.50	0.00	56.50	15.00	0.00	0.00	23.25	23.25	127.50
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL		9.50	0.00	56.50	15.00	0.00	0.00	23.25	23.25	127.50
TOTAL HOURS			25.00	20.00	82.50	65.00	4.00	0.00	43.75	39.75	280.00
PROJECTED HOURLY RATE			$99.00	$92.00	$66.00	$64.00	$66.00	$77.00	$62.00	$40.00	
LABOR COST			$2,475.00	$1,840.00	$5,445.00	$4,160.00	$264.00	$0.00	$2,712.50	$1,590.00	$18,486.50

EXHIBIT B, PAGE 2b
December 16, 2016 (rev0)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION		TITLE ATTORNEY	APPRAISER	EDPL ATTORNEY	TOTALS
GENERAL						
1.05	Project Familiarization		0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting		0.00	0.00	0.00	0.00
	SUBTOTAL		0.00	0.00	0.00	0.00
INCIDENTAL PHASE						
5.01	Abstract Request Map and Title Search		8.00	0.00	0.00	8.00
5.02	Right of Way Survey		0.00	0.00	0.00	0.00
5.03	Right of Way Mapping		0.00	0.00	0.00	0.00
5.04	Right of Way Plan		0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate		0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings		0.00	0.00	0.00	0.00
5.07	Property Appraisals		0.00	44.00	0.00	44.00
5.08	Appraisal Reviews		0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		8.00	44.00	0.00	52.00
ACQUISITION PHASE						
5.09	Negotiations & Property Acquisition		4.00	0.00	0.00	4.00
5.10	Relocation Assistance (Acquisition Phase)		0.00	0.00	0.00	0.00
	SUBTOTAL		4.00	0.00	0.00	4.00
TOTAL HOURS			12.00	44.00	0.00	56.00
PROJECTED HOURLY RATE			$100.00	$90.00	$225.00	
LABOR COST			$1,200.00	$3,960.00	$0.00	$5,160.00

EXHIBIT B, PAGE 3
Estimate of Direct Non-Salary Cost
R.K. Hite & Co., Inc.
December 16, 2016 (rev0)

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek
PIN: 1758.15
Town: North Greenbush
County: Rensselear

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem		4 Nights @	$174.00	/night		$696.00	
Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles			
Incidental Phase							
To Site	Auto	3	550	1650			
Local	Auto	0	100	0			
Acquisition Phase							
To Site	Auto	4	100	400			
Local	Auto	0	10	0			
				2050	@	$0.535	$1,096.75
							$1,792.75
Reproduction, Drawings & Reports							$193.75
Telephone							$23.00
Postage & Deliveries							$6.00
Supplies and Miscellaneous							$48.00
Recording Fees							$0.00
TOTAL DIRECT NON-SALARY COSTS							$2,063.50

Project Title: CR 68 (Snyders Corners Rd) over Wynantskill Creek

EXHIBIT B, PAGE 4
Summary
December 16, 2016 (rev0)
R.K. HITE & CO., INC.

PIN: 1758.15
Town: North Greenbush
County: Rensselear

	221 Incidental	222 Acquisition	TOTAL
ITEM 1A, (estimated - subject to audit)	$10,184.00	$8,302.50	$18,486.50
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	$1,785.75	$277.75	$2,063.50
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Closing Attorney) (estimated -subject to audit)	$800.00	$400.00	$1,200.00
Item II, Direct Non-Salary Cost (S EDPL Attorney) (estimated -subject to audit)	$0.00	$0.00	$0.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	$3,960.00	$0.00	$3,960.00
	$16,729.75	$8,980.25	$25,710.00

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** June 9, 2026

Resolution No. G/14

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, CREATING A POSITION, AUTHORIZING AN AGREEMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, New York State Office of Mental Health ("OMH") has released new funding in 2026 with the goal of increasing the opportunity for Enhanced Voluntary Agreements ("EVA's") and enhancing quality oversight and administration of NYS Assisted Outpatient Treatment ("AOT") "Kendra's Law" program to decrease high risk events, increase efficiency of outdated infrastructure, increase voluntary participation and improve individual outcomes; and

WHEREAS, The Department of Mental Health ("Department") seeks Legislative approval to accept this new program funding for AOT/EVA's and utilize the funding for the creation of one new full-time position titled Mental Health AOT Coordinator beginning July 1, 2026 with the Department utilizing this funding to support this position; and

WHEREAS, The Mental Health AOT Coordinator will be a mental health professional with experience in facilitating mental health treatment/ services to high risk, high acuity adults in community-based settings and monitoring response to treatment; this leadership position is a component of the Local Government Unit ("LGU") and will work in partnership with the continuum of care in the county and Capital Region to obtain treatment, supports and services to decrease high risk events which endanger the individual and community; using Court Ordered AOT and EVA's, this position will aim to increase voluntary participation in treatment/services and improve individual outcomes; and

WHEREAS, The Department will also utilize the funding to enter into a three-year agreement with Hardenbergh Group, Inc. d/b/a Sentact, 38777 Six Mile Road, Livonia, MI 48152 for Patient and Employee Safety Platform software services for event and incident reporting; and

WHEREAS, The start and end date of the agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Patient and Employee Safety Platform Software Services 7/1/2026-7/31/2029	The Hardenbergh Group, Inc. dba Sentact 38777 Six Mile Road Livonia, MI 48152	A.4327.04900	$78,200.00

; now, therefore, be it

RESOLVED, That the full-time position of Mental Health AOT Coordinator be created; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUES

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.34966 OMH AOT/EVA	$0.00	$331,229.00	$331,229.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.01007 Personnel Services	$0.00	$86,108.00	$ 86,108.00
A.4327.01007 Personnel Services Savings	$0.00	$(39,744.00)	$(39,744.00)
A.4327.02100 Furniture	$0.00	$700.00	$ 700.00
A.4327.02300 Automobile	$0.00	$45,000.00	$ 45,000.00
A.4327.02400 Other Equipment	$0.00	$4,135.00	$ 4,135.00

2026 GENERAL FUND APPROPRIATIONS (continued)

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.04010 Travel	$0.00	$2,500.00	$2,500.00
A.4327.04300 Telephone	$0.00	$720.00	$720.00
A.4327.04500 Special Departmental Supplies	$0.00	$57,508.00	$57,508.00
A.4327.04550 Office Supplies	$0.00	$200.00	$200.00
A.4327.04560 Training	$0.00	$2,500.00	$2,500.00
A.4327.04900 Professional Services	$0.00	$117,794.00	$117,794.00
A.4327.08001 State Retirement	$0.00	$13,429.00	$13,429.00
A.4327.08002 Vision	$0.00	$91.00	$91.00
A.4327.08003 Social Security	$0.00	$6,152.00	$6,152.00
A.4327.08006 Medical Insurance	$0.00	$33,823.00	$33,823.00
A.4327.08007 Dental	$0.00	$313.00	$313.00
TOTAL APPROPRIATIONS:		**$331,229.00**	

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution: x P Resolution:_____

Title of Legislation: Accept new funding, create MH AOT Coordinator, authorize contract, amend 2026 adopted budget

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 331,229.00 current year
209,059 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS OMH - State Aid Letter

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 331,229.00 and length of time state funding is available 2026. Is it available for ongoing expenses? Yes x or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 0 and ongoing $ 0

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes x No _____

4) Length of expense or project (one time only, ongoing, etc.): ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Funding received via NYS Office of Mental Health (OMH) State Aid Letter, $155,294 in retroactive funding to 4/1/25 for program infrastructure, $8,620 in one-time setup funding and $207,059 in annual funding. OMH providing a 3-5 year pilot for program. Retro and one-time funding must be expensed in 2026. Creating one full time position of MH AOT Coordinator as of 77/1/26 with expected promotional opportunity for current staff. Contract request with Sentact for software platform of incident reporting and tracking.

Department Head

Katherine J. Murphy-Cahill

NEW YORK STATE | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2026 County - Rensselaer (42) Letter Type - DMH

Amendment Number/Date: 2 - 03/09/2026 12:31:32 PM

Print Date : 5/8/2026 12:32:07PM
Printed By : l7208jf

Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
70300 - Rensselaer Co Unified Svcs - Admin.																
170A - AOT/EVA Infrastructure																
2310 - Enhanced Coordination for Assisted Outpatient Treatment/Enhanced Voluntary Agreements																
00 NO_SUBCODE	RENSCO	0.00	0.00	0	0	$370,973	$0	$0	$0	$0	$0	$0	$0	$0	$370,973	$0
Totals For FS 170A		**0.00**	**0.00**	**0**	**0**	**$370,973**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$370,973**	**$0**
Totals For 70300 - Rensselaer Co Unified Svcs - Admin.		**0.00**	**0.00**	**0**	**0**	**$370,973**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$370,973**	**$0**
Report Totals		**0.00**	**0.00**	**0**	**0**	**$370,973**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$370,973**	**$0**

RENSSELAER COUNTY
CIVIL SERVICE COMMISSION

Steven F. McLaughlin
County Executive

Thomas H. King, Chairman
Brian J. Eastman, Commissioner
Al Spain, Commissioner

NEW POSITION DUTIES STATEMENT MEMORANDUM

TO: Rensselaer County Civil Service Commission

FROM: Mental Health - Katherine G. Alonge-Coons

DATE: 5/6/2026

SUGGESTED TITLE: Mental Health AOT Coordinator

PROPOSED SALARY: $80,411 GRADE: 21

HOURS PER WEEK: 35

EFFECTIVE START DATE: 7/1/2026

NUMBER OF POSITIONS: 1

THE POSITION IS FUNDED: YES ☒ NO ☐

FUNDED IN CURRENT BUDGET CODE: _____

FUNDED BY RESOLUTION (ATTACHED): TBD - June 2026

TYPE OF CLASSIFICATION ACTION:

☒ NEW POSITION

☐ RECLASSIFICATION OF: _____

NAME OF CURRENT INCUMBENT: _____

PREVIOUS INCUMBENT: _____

For Budget Use:

☐ APPROVED ☐ DISAPPROVED

$80,411

Budget Director: _____ Date: _____

Comments:

For County Executive Use:

☐ APPROVED ☐ DISAPPROVED

County Executive: _____ Date: _____

Comments:

For Civil Service Use:

Title: _____

Class: _____ Salary: _____ Gr: _____

_____ New Position: # of positions _____

_____ Reclassification of _____

__Permanent incumbent (2x__) Uniform Minutes: _____

Required: ____ **Spec** ____ **Cert** ____ **Exam** ____ **Public Hearing**

MSD- 222

Civil Service Law: Section 22. Certification for positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

RENSSELAER COUNTY
CIVIL SERVICE COMMISSION

NEW POSITION DUTIES STATEMENT

Department head or other authorities requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward one copy to this office.

1. DEPARTMENT/AGENCY	DIVISION, UNIT, OR WORK SECTION	LOCATION OF POSITION
Mental Health	Administration	Troy

TITLE REQUESTED: Mental Health AOT Coordinator

2. DESCRIPTION OF DUTIES: (Either)

A) Attach current Civil Service job description or a department/agency drafted job description for Commission review. The duties, responsibilities and qualification requirements of the requested position(s) must conform to the class specification of the attached job description.

Status of attached Job Description:
- ☐ **Current Civil Service Job Description.**
- ■ **Draft Job Description pending Civil Service review.**

B) To be completed only if a job description **is not attached.**

Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided. **Attach additional sheets if more space is needed.**

PERCENT OF WORK TIME	DESCRIPTION OF DUTIES

MSD-222

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Katherine G. Alonge-Coons	Commissioner	General
Kirstein DonVito	Deputy Commissioner	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
None		

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this position.

NAME	TITLE	LOCATION OF POSITION
None		

6. What minimum qualifications do you think should be required for this position?

Education: ☐ **High School** _____ **years**

☒ **College** _____ **years, with specialization in** _____

☐ **Other** _____ **years, with specialization in** _____

Experience (list amount and type):

See attached

Essential knowledge, skills and abilities:

See attached

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 5/6/2026 **Title:** Mental Health AOT Coordinat **Signature:** K. G. Alonge Coons

CERTIFICATE OF RENSSELAER COUNTY CIVIL SERVICE COMMISSION

8. In accordance with the provisions of Civil Service Law (Section 22), the Rensselaer County Civil Service Commission certifies that the appropriate civil service title for the position described is:

POSITION TITLE:

JURISDICTIONAL CLASS:

Date: **Signature:**

Mental Health AOT Coordinator

DISTINGUISHING FEATURES OF THE CLASS:

This position requires a mental health professional with experience in providing mental health treatment/services to high risk, high acuity adults in community-based settings. This leadership position is a component of the Local Government Unit (MH Administration) for Rensselaer Co Dept. of Mental Health and will serve under the supervision of the County's Commissioner of Mental Health or designee. The AOT Coordinator has expertise in complex care coordination and works in partnership with the continuum of care in the county and Capital Region to obtain treatment, supports and services to decrease high risk events which endanger the individual and community. This will be accomplished via Court Ordered Assisted Outpatient Treatment (AOT) and Enhanced Voluntary Agreements (EVA) under the oversight of the AOT Coordinator. Additionally, the AOT Coordinator strives to increase voluntary participation in treatment/services and improve individual outcomes.

TYPICAL WORK ACTIVITIES:

Oversight of AOT/EVA population via monitoring of service provision in accordance with each order and agreement.

Expand the use of Enhanced Voluntary Agreements (EVAs); Provide outreach and engagement to potential candidates of AOT/EVA.

Weekly reviews of all AOT and EVA involved individuals via conferencing with providers.

Assure compliance to all regulations and statutes regarding AOT and EVA, including mandated data collection and entry.

Serve as a member of the Department's Incident Review Team.

Provide and facilitate case consultation and training to stakeholders serving AOT or EVA clients.

Work with the Commissioner and SPOA to convene cross system case consultation and high-risk complex care reviews.

Work with the Commissioner or designee to develop and implement the County AOT plan including new policy and procedures related to EVAs and other required AOT program enhancements.

Coordinate care and improve service coordination with AOT and EVA service providers, local hospitals, courts, OMH and all other AOT/EVA stakeholders.

Ensure collaborative agreements are in place with hospitals in support of improved discharge planning for individuals being considered for AOT or EVA.

Work with local law enforcement to ensure appropriate use of removal orders and coordination of crisis responses.

Develop and monitor AOT/EVA data collection to measure program performance; data entry per NYS OMH regulations.

Quality Assurance responsibilities re: AOT and EVA treatment and services for each client which includes service verification visits and documentation review.

Perform community relations work and Department representation as assigned by the Commissioner.

Other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES:

A strong demonstrated knowledge of the Continuum of Mental Health care within the county and Capital Region. Possesses strong level of professionalism and ability to work well independently. Proven ability to organize and prioritize tasks as a self-starter. Experience in coordinating and supervising a variety of mental health services. Skilled in the preparation of complex professionally written reports and program policy; and the organization and facilitation of large-scale complex case reviews. A commitment to maintain professionalism, clear thinking in stressful situations and good judgment.

MINIMUM QUALIFICATIONS:

Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in human services or related degree **and** four (4) years of experience in serving in the workforce of mental health programs serving adults with high acuity mental health needs.

ADOPTED:

Classification: Competitive

SENTACT

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**MSA**"), to be effective on _____ ("**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, located at 1600 7th Ave. 3rd floor, Troy, NY 12180, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact, located at 38777 Six Mile Road, Livonia, MI 48152 ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

Sentact is engaged in the business of providing, either directly or through one of its wholly owned subsidiaries, certain healthcare related services, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services.

Client desires to contract with Sentact to obtain certain healthcare related software and services to be provided under one or more Project Services Agreements, which may be separately executed by and between the Parties, each referencing and incorporating the terms of this MSA (each individually a "**Related PSA**").

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. PROVISION OF SERVICES

1.1 Services. During the term of this MSA, Sentact shall provide services to Client as set forth in one or more Related PSAs (each individually "**Service**" and collectively, "**Services**"). The Parties acknowledge and understand there is a Related PSA for each individual category of Service provided, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services. The Parties further understand and agree a Related PSA for each individual Service incorporates the terms of this MSA. The Parties further acknowledge and understand the specific scope of Services and fee schedule for each Service provided under a Related PSA and this MSA are governed by a statement of work (each individually a "**Statement of Work**" or "**SOW**"). The Parties may agree to any number of Statements of Work for Services performed under a Related PSA and this MSA.

2. INVOICING AND PAYMENT

2.1 Invoicing; Payment. Sentact shall provide Client with an invoice on a monthly or yearly basis, as set forth in the applicable Statement of Work, for the Services rendered under any Related PSA during the invoice period that has just concluded, including, but not limited to, fees and reimbursable expenses identified within the Related PSA or Statement of Work. Each invoice sent to Client shall be paid in full by Client within thirty (30) days of the invoice date, by either credit card, ACH or physical check sent to Sentact at the address indicated on the invoice. Client may only withhold payment of a disputed portion of a given invoice if Client identifies both the specific invoice line items in dispute and Client's reason for disputing those line items to Sentact in writing within fifteen (15) days of receipt of that invoice. For the avoidance of doubt, Client remains responsible for timely payment of all undisputed portions of a given invoice. All past due invoices will accrue a late fee equal to the lesser of (a) one and a half percent (1.5%) per month or (b) the highest rate permissible under applicable law.

2.2 Nonpayment. If Client fails to make any payment when due, then, in addition to any other remedies available to Sentact, Sentact may, following written notice to Client of such failure, immediately cease to provide Services for Client. Services will not resume until all outstanding undisputed balances are paid in full or arrangements approved by Sentact have been made to fully resolve undisputed outstanding balances.

2.3 Collection. If Sentact is compelled to bring suit against Client to collect amounts due under this MSA, any Related PSA or any Statement of Work, Sentact shall be entitled to recover interest on any amount due per Section 2.1, and reasonable attorneys' fees and costs incurred in connection with the action.

3. CONFIDENTIALITY

3.1 Confidentiality Obligations. All information, records, documents, work product and deliverables provided by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient Party**") in connection with this MSA, regardless of whether identified in writing as confidential, shall constitute the Disclosing Party's confidential information. The Recipient Party shall utilize any confidential information obtained from the Disclosing Party solely in connection with the Services set forth in this MSA, any Related PSA and any Statement of Work and for no other purpose. The Recipient Party shall hold the Disclosing Party's confidential information in strict confidence, shall protect such information from disclosure by using the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose such confidential information to third parties. The Recipient Party shall be liable and responsible for any breach of the confidentiality obligations contained herein by any of the Recipient Party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to the Disclosing Party's confidential information.

3.2 Compelled Disclosure. In the event a Recipient Party or any of its representatives is legally compelled or otherwise required by a regulatory body, governmental entity, or oversight entity to disclose or produce communications between the Parties, records provided to Sentact by Client, or records prepared for Client by Sentact in relation to the Services provided under this MSA, a Related PSA or a Statement of Work, such Recipient Party shall, to the extent permissible, provide the Disclosing Party with prompt notice of the request in order for the Disclosing Party to seek an appropriate protective order or other appropriate remedy and/or waive the non-disclosure provisions of this MSA or Related PSA or Statement of Work. Subject to the foregoing, in responding to the request, the Recipient Party shall furnish the minimum portion (and only that portion) of the records or other confidential information that, based on advice of legal counsel, is legally required to be disclosed and, upon the Disclosing Party's request, use its best efforts to obtain assurances that confidential treatment will be afforded to such information.

3.3 Termination. Upon termination of this MSA for any reason or upon the written request of the Disclosing Party, the Recipient Party shall immediately cease all further use of the Disclosing Party's confidential information, including any forms and documents, provided under this MSA or any Related PSA or Statement of Work, unless otherwise expressly approved in writing by the Disclosing Party. Notwithstanding the foregoing, the Parties agree that, following the termination or expiration of this MSA or any Related PSA or Statement of Work, the peer review information, credentialing information and enrollment information, or consulting information, contained on documents may be used by Client and its affiliates and subsidiaries solely for its business as a healthcare facility or third-party billing provider to healthcare facilities, and such information and documents shall not be used for any other purposes.

3.4 BAA. To the extent any Services under this MSA and any Related PSA and Statement of Work require a Business Associate Agreement, the Parties will negotiate in good faith and execute a mutually agreeable Business Associate Agreement**.**

4. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE

4.1 Indemnification by Client. Client shall indemnify, defend and hold harmless Sentact, its affiliates, and its and their respective, members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Sentact Indemnitees**") from and against all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and costs and expenses incurred in the defense thereof (collectively, "**Losses**"), resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by a Client Indemnitee (as defined below). Client's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of the Sentact Indemnitees.

4.2 Indemnification by Sentact. Sentact shall indemnify, defend and hold harmless Client, it affiliates, and its and their respective members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Client Indemnitees**") from and against all Losses resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by the Sentact Indemnitees. Sentact's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of Client, its officers, agents, directors, trustees, and/or employees.

4.3 Possible Additional Indemnification in Related PSA and Statements of Work. The Parties acknowledge that additional indemnification obligations may be set forth in a Related PSA and/or Statement of Work. The Parties agree that, unless otherwise stated in the Related PSA or Statement of Work, those obligations are in addition to, and do not conflict with, Sections 4.1 and 4.2 of this MSA and do not in any way supersede, negate, or change the obligations of the Parties under Sections 4.1 and 4.2 of this MSA.

4.4 Limitation of Liability. NEITHER PARTY NOR ANY OF ITS AGENTS, REPRESENTATIVES OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUE, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, A RELATED PSA OR A STATEMENT OF WORK, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF A PARTY ARISING OUT OF OR RELATED TO THIS MSA OR A RELATED PSA OR STATEMENT OF WORK, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

4.5 Insurance. At all times during the term of this MSA, Sentact shall procure and maintain: (a) commercial general liability insurance including products liability coverage covering itself and its employees and agents providing services pursuant to the MSA on an occurrence basis in the amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate for all claims; (b) worker's compensation

coverage equal to statutory limits for its employees performing services hereunder; and (c) errors and omissions coverage in a minimum amount of $4,000,000. Upon written request by Client, Sentact shall provide to Client a certificate of insurance evidencing that such coverage is in effect during the term of this MSA. The liability insurance limits set forth above may be met with a combination of primary and umbrella coverage.

5. WARRANTIES; DISCLAIMER

5.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into and perform its obligations under this MSA; (b) the individual signing this MSA on behalf of such Party has the power, authority and legal capacity to sign this MSA on behalf of and to bind such Party; (c) when executed by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will comply with all s in connection with this MSA. Sentact further represents and warrants that all persons provided by Sentact to perform services set forth in a Related PSA or a Statement of Work shall possess the necessary skill, education, and training to perform the services, and that such persons will perform the services in a professional and workmanlike manner.

5.2 Disclaimer. THE HARDENBERGH GROUP MAKES NO WARRANTIES EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN. THE HARDENBERGH GROUP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE HARDENBERGH GROUP MAKES NO WARRANTY OF ANY KIND THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6. TERM AND TERMINATION

6.1 Term and Termination of MSA. The term of this MSA shall begin on the Effective Date and shall continue thereafter for three (3) years following such time as there is no longer in effect any Related PSA executed pursuant to this MSA. Either Party may terminate this MSA in the event the other Party commits a material breach of any provision of this MSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services will be considered a material breach. Any termination of this MSA shall result in the termination of all Related PSAs.

6.2 Services Performed Prior to Termination. In the event of termination of this MSA, this MSA shall continue to govern the Parties' rights and obligations with respect to the Services performed prior to termination. Upon the termination of this MSA, a Related PSA or any individual Statement of Work, Client shall pay Sentact for any and all work completed through the effective date of termination.

7. GENERAL TERMS

7.1 Relationship of the Parties. This MSA and the Related PSAs and Statements of Work do not constitute any Party as the agent, representative or partner of any other Party for any purpose and does not give any Party the authority to assume or create an obligation on behalf of, or in the name of, the other Party. Sentact's relationship to the Client shall be that of an independent contractor and not an officer, employee, or agent of Client. Nothing in this MSA is to be construed as imposing a purchase or supply obligation or any obligation to negotiate or enter into any other agreement.

7.2 Taxes. Sentact, or its subcontractor if applicable, shall be responsible for the payment of wages and other compensation, and for any applicable withholdings and contributions, such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance, for persons providing services for Client hereunder, and such persons shall not participate in any employee pension, health, vacation pay, sick pay or other fringe benefit programs offered by Client to its employees. Client shall be responsible for any excise, sales, service, use or other similar state or local taxes applicable to the services provided by Sentact.

7.3 Publicity; Use of Marks. Neither Party shall use the other's name, trademark, logos or otherwise refer to the other in any press release, marketing materials, advertisements or other broadcast or communication of any kind without first obtaining that Party's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.4 Conflicting Terms. If there is any conflict between any term of this MSA and those of a Related PSA, the terms of the Related PSA shall govern. If there is any conflict between any term of a Related PSA and a Statement of Work associated therewith, the terms of the Statement of Work shall govern.

7.5 Severability. If one or more provisions of this MSA or any Related PSA or Statement of Work are held to be invalid, illegal, or incapable of being enforced due to any applicable law or public policy, the Parties agree to renegotiate such provisions in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this MSA or the Related PSA or Statement of Work; (b) the balance of the MSA and Related PSA and Statement of Work will be interpreted as if such provision were so excluded; and (c) the balance of the MSA and Related PSA and Statement of Work will be enforceable in accordance with their terms.

7.6 Assignment. Neither Party may assign its rights or obligations under this MSA without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that this MSA may be assigned without consent to a Party's successor in connection with any acquisition, merger, consolidation, internal business reorganization, sale of equity, sale of all or substantially all of the assets of either Party, or other similar transaction.

7.7 Notices. Any notice or demand required under this MSA shall be in writing, sent FedEx or UPS with tracking, or by a recognized overnight carrier which provides proof of receipt; and shall be sent to the addresses of the Parties first listed above. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

7.8 Governing Law, Jurisdiction. This MSA, the Related PSAs and Statements of Work thereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. Any dispute or claim from this MSA, a Related PSA or

a Statement of Work shall be resolved exclusively in the federal and state courts of the State of Delaware, and the Parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

7.9 Entire Agreement. This MSA, as supplemented by one or more Related PSAs separately executed by and between the Parties and including any related Statements of Work agreed to under one or more Related PSAs, contains the entire agreement of the Parties and supersedes any prior oral or written understandings and agreements. This MSA can be modified only by a writing signed by both Sentact and Client.

7.10 Third Party Beneficiaries. The obligations of each party to this MSA shall inure solely to the benefit of the other parties. No person or entity is intended to be or shall be construed or deemed to be a third-party beneficiary of this MSA.

7.11 Successors. This MSA shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.12 Headings. The underlined headings provided herein are for convenience only and shall not affect the interpretation of this MSA.

7.13 Survival. The provisions of this MSA that, by their nature, should survive termination or expiration of this MSA shall so survive, including, but not limited to, Client's payment obligations, each Party's indemnification obligations and each Party's confidentiality obligations.

7.14 Covenant of Good Faith and Fair Dealing. The Parties hereto covenant and agree to cooperate in the implementation of the provisions of this MSA and any Related PSA or Statement of Work, and to perform their respective obligations hereunder and thereunder, in all respects in a spirit of good faith and fair dealing so as not to defeat the rights of the Parties as set forth herein.

7.15 Force Majeure. No Party shall be liable or responsible, nor shall be deemed to have defaulted under or breached this MSA, any Related PSA or Statement of Work, for any failure to perform or delay in performing its obligations (except for payment obligations) due to an event of force majeure. An event of force majeure is any event or circumstance beyond a Party's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, pandemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems ("***Force Majeure Event***"). Such Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this MSA upon thirty (30) days' written notice.

7.16 Attorneys' Fees. If either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this MSA, the prevailing Party in the legal suit, action or proceeding is entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses incurred by the prevailing Party in conducting or

defending the legal suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

7.17 Counterparts. This MSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

NOW THEREFORE, Client and Sentact have caused this MSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

Rensselaer County Department of Mental Health

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

SENTACT

PROJECT SERVICES AGREEMENT FOR SOFTWARE SERVICES

This Project Services Agreement for Software Services ("**Related PSA**"), to be effective as of _____ (the "**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Terms of MSA. Client and Sentact are parties to that certain Master Services Agreement effective _____, (the "**MSA**"). The Parties agree and acknowledge the terms and conditions of the MSA are hereby incorporated into this Related PSA by this reference.

2. Definitions.

   a. "***Data Analytics***" means Sentact's and its licensors' data and information that are either provided to Client by Sentact or obtained or generated from the Platform by Client as described in a Statement of Work (defined in Section 3 below).

   b. "***Documentation***" means any written or printed materials that relates to the Platform, including technical specifications, training and support materials, and other instructions.

   c. "***Permitted Uses***" means the allowed uses of the Data Analytics.

   d. ***"Platform***" means Sentact's software platform as a service solution made available by Sentact for accessing the Data Analytics.

   e. "***Services Deliverables***" means the items to be delivered to Client in connection with services performed by Sentact as listed in a Statement of Work.

3. Data Analytics and Professional Services. This Related PSA defines the terms under which Sentact will undertake to provide certain Data Analytics and professional services (the "**Project(s)**") as agreed between the Parties from time to time. Each Project Sentact undertakes shall be described in a Statement of Work ("**Statement of Work**" or "***SOW***") setting forth the agreed upon specifications, project schedules, delivery dates, Services Deliverables, and pricing terms. Both Parties shall execute each SOW and each is incorporated herein by this reference.

4. Delivery and Cooperation. Sentact will provide the Services Deliverables according to the agreed delivery schedule set forth in the applicable SOW. Client acknowledges that Client's cooperation is essential to the timely performance of Services. Client will, to the extent required in connection with the performance of the Projects: (i) provide Sentact with any necessary access to Client's personnel, facilities, or data; (ii) cause the appropriate personnel to cooperate with Sentact as required for Sentact to provide its services, including responding promptly to questions or issues; and (iii) make any payments when due. Clients delay or failure to do so shall excuse any of Sentact's resulting failures to meet the delivery schedules set forth in the SOW.

5. License Grant. Subject to the terms and conditions of the MSA, Related PSA and applicable SOW, Sentact hereby grants to Client and its authorized users a non-exclusive, non-transferable,

revocable license to remotely access and use the Platform, Data Analytics and Documentation for the term of the applicable SOW for the Permitted Uses as set forth in a SOW. Unauthorized use, resale or commercial exploitation of the Platform, Data Analytics or Documentation is expressly prohibited. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Platform, Data Analytics or Documentation, (ii) modify or make derivative works based upon the Platform, Data Analytics or Documentation; (iii) commercially exploit the Platform, Data Analytics or Documentation in any way. The provision in this Section will terminate immediately upon any termination of the SOW.

6. Proprietary Materials. Client acknowledges that each of (i) the Platform, (ii) Data Analytics, (iii) Documentation, (iv) Services Deliverables (unless otherwise stated in a SOW) and (v) and any and all enhancements, modifications, additions or new releases of or to the foregoing (collectively, the "**Proprietary Materials**"), contain Confidential Information and intellectual property of, and are proprietary to Sentact and its licensors and that title to the Proprietary Materials is and shall remain with Sentact and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Materials are and shall remain with Sentact and its licensors. Client shall not assert any right, title or interest in the Proprietary Materials provided to Client under the MSA, Related PSA or SOW, except for the limited licensed rights provided to Client hereunder. Client shall not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and Client shall reproduce all such information on all copies made hereunder. Client will not reverse engineer, disassemble, decompile or unlock the Platform in whole or in part for any reason or use, distribute or recreate the Proprietary Materials without written permission of Sentact, which Sentact may grant or withhold in its sole discretion. Client will keep the Platform free of all claims, liens and encumbrances.

7. Additional Responsibilities. Client is responsible for any and all activities that occur under Customer's user accounts. Both Parties shall: (a) notify the other promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to the other promptly and use reasonable efforts to stop immediately any unauthorized copying or distribution that is known or suspected by such Party or its users. Client, not Sentact, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client data, and Sentact shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

8. Fees and Expenses. Client shall pay Sentact for Services provided and any applicable expenses in accordance with the terms of the SOW.

   In addition to the fees and expenses set forth in a SOW, Client shall be responsible for any fees or other expenses associated with Client, state, or other required or mandated training. The foregoing does not include any applicable taxes, which, if applicable, shall be added to such fees or expenses on the corresponding invoice and paid by Client.

   Following the initial annual period of each SOW, Sentact reserves the right to increase the pricing set forth in the SOW on an annual basis by up to five percent (5%) above the prior year's pricing.

9. Term: This Related PSA shall be in effect as of the Effective Date and shall continue for three (3) years following such time as there is no longer in effect any Statement of Use executed pursuant

to this Related PSA. Either Party may terminate this Related PSA in the event the other Party commits a material breach of any provision of this Related PSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services applicable to this Related PSA will be considered a material breach. Termination of this Related PSA shall result in the termination of all Statements of Work executed pursuant hereto, but does not cause, result, or constitute termination of any other Related PSAs or the MSA. Client may not terminate a Statement of Work for convenience. If Client terminates a Statement of Work without cause prior to the expiration of the initial term or renewal term thereof, Client shall pay to Sentact the total amount of unpaid charges incurred through the date of termination plus an early termination charge equal to the total amount of payments and charges payable for the balance of the initial term or the renewal term thereof.

10. Indemnification.

a. By Sentact. In addition to the indemnification provisions of the MSA, Sentact shall indemnify, defend and hold harmless the Client Indemnitees from and against all Losses resulting from third party action brought against a Client Indemnitee to the extent that such action is based on a claim that the unmodified Platform, when used in accordance with this Related PSA and applicable SOW, infringes the rights of any third party and Sentact shall pay all costs, expenses, settlements and damages finally awarded or incurred by a Client Indemnitee as a result of such claim. Client shall promptly give written notice of any such claim to Sentact. If the Platform is finally adjudged to so infringe, or in Sentact's opinion is likely to become the subject of such a claim, Sentact shall, at its option and expense and in addition to paying any costs, expenses and other amounts contemplated above, either: (i) procure for Client the right to continue using the Platform; or (ii) modify or replace the Platform to make it non-infringing. Sentact shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Platform unless the infringing portion is also in the then current release; (x) use of the Platform in combination with software, data or equipment other than provided by Sentact if the infringement was caused by such use or combination; (y) any modification or derivation of the Platform not specifically authorized in writing by Sentact; or (z) use of third party software. THE FOREGOING STATES THE HARDENBERGH GROUP'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE PLATFORM.

b. By Client. In addition to the indemnification provisions of the MSA, Client shall indemnify, defend and hold harmless the Sentact Indemnitees from and against all Losses resulting from third party claims arising out of or relating to any data, content, material (including without limitation trademarks, copyrighted material or product information) provided to Sentact by Client.

11. Counterparts. This Related PSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such

signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

NOW THEREFORE, Client and Sentact have caused this Related PSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

Rensselaer County Department of Mental Health	**THE HARDENBERGH GROUP, INC. D/B/A SENTACT**
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

SENTACT

STATEMENT OF WORK

This Statement of Work, to be effective as of _____, ("**SOW Effective Date**"), is made by and between Rensselaer County Department of Mental Health ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

The Services under this Statement of Work are subject to the terms, conditions, and definitions of that certain Master Services Agreement entered into by the Parties effective _____, (the "**MSA**") and that certain Related PSA entered into by the Parties effective _____, (the "**Related PSA**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA or the Related PSA, as applicable.

1. Scope of Services.

This project involves the provision of the Patient and Employee Safety Platform (the "***Project***").

2. Term.

Unless earlier terminated pursuant to the MSA or Related PSA, the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years from the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Thereafter, the term shall automatically renew for additional successive terms of three (3) years unless and until a Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3. Services Deliverables.

Services Deliverables include: Patient and Employee Incident and Event Reporting, and Single Sign-on.

Permitted Uses extend to Rensselaer County Department of Mental Health with no more than 100 users.

Implementation will include no more than 100 users and a Single Sign-on interface at Rensselaer County Department of Mental Health.

4 hours of remote training are included, for remote training.

4. Cost

Client shall pay Sentact the annual license and implementation fees set forth below.

Years	Annual License	Implementation
Year 1	$13,992	$4,952
Year 2	$14,412	
Year 3	$14,844	

Billing for the Annual License fee shall commence on the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Billing for the implementation fee and any requested onsite training shall occur upon execution of this Statement of Work.

5. Counterparts

This Statement of Work may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

Rensselaer County Department of Mental Health

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** June 9, 2026

Resolution No. G/18

RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS SCHOOL DISTRICTS FOR SUBSTANCE ABUSE PREVENTION – DEPARTMENT OF MENTAL HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Department of Mental Health seeks Legislative authorization to enter into agreements with various school districts to provide prevention staff and substance abuse prevention services for the 2026-2027 school year; and

WHEREAS, The revenue Rensselaer County receives represents the school districts share of the expenses to provide these services and has been approved by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS"); and

WHEREAS, The total amount to be received over the life of the agreement and the name and address of the contracting party are as follows:

CONTRACT DESCRIPTION	VENDOR	REVENUE CODE	CONTRACT AMOUNT
Student Assistance Programs Algonquin Middle School and Averill Park High School (07/01/26-06/30/27)	Averill Park Central School District 146 Gettle Road Averill Park NY 12018	A.4323.16301	$100,468.26
Student Assistance Programs Berlin Jr/Sr High School (07/01/26-06/30/27)	Berlin Central School District 17400 NY 22 Cherry Plain NY 12040	A.4323.16301	$50,234.13
Student Assistance Programs Columbia High School & Goff Middle School (07/01/26-06/30/27)	East Greenbush Central School District 29 Englewood Ave East Greenbush NY 12061	A.4323.16301	$50,234.13

CONTRACT DESCRIPTION	**VENDOR**	**REVENUE CODE**	**CONTRACT AMOUNT**
Student Assistance Programs Turnpike Elementary & Lansingburgh Middle & High School (07/01/26-06/30/27)	Lansingburgh Central School District 55 New Turnpike Road Troy NY 12182	A.4323.16301	$198,070.26
Student Assistance Programs Rensselaer City Schools (07/01/26-06/30/27)	Rensselaer City School District 25 Van Rensselaer Drive Rensselaer NY 12144	A.4323.16301	$100,531.09
Student Assistance Programs Troy High School (07/01/26-06/30/27)	Troy City School District 475 First Street Troy NY 12180	A.4323.16301	$50,234.13

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it, further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:_____ P Resolution:_____

Title of Legislation: Resolution authorizing agreements with various school districts for substance abuse prevention

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 549,772.00 current year
$ 549,772.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_____ and ongoing $_____

   e) Other (please explain) $ 549,772.00

3) Is this expense or program mandated? Yes x No _____

4) Length of expense or project (one time only, ongoing, etc.): Ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Funding by the school district to match NYS OASAS is required to fund Prevention Student Assitance Specialists (SAP) within the school districts. The SAP provides education to the students in teh school districts under contract for the services. Some of the districts fund the SAP in both their high school and middle school. The curriculum followed is approved through NYS OASAS. The expenses and the revenue are budgeted in the Adopted County Budget.

Department Head

Kristen M. Boulton MS, CRC

2026-2027 School District Contacts
Prevention Education Program

Dr. James Franchini, Superintendent
Averill Park Central School District
146 Gettle Road
Averill Park, NY 12018
franchinij@apcsd.org
518-674-7100

Mr. Kenneth Rizzo, Superintendent
Berlin Central School District
17400 NY 22
Cherry Plain, NY 12040
krizzo@berlincentral.org
518-658-2515 Ext. 203

Dr. Kurtis Kotes, Superintendent
East Greenbush Central School District
29 Englewood Ave.
E. Greenbush, NY 12061
kotesku@egcsd.org
518-207-2461

Dr. Antonio Abitabile, Superintendent
Lansingburgh Central School District
576 5th Avenue
Troy, NY 12182
aabitabile@lansingburgh.org
518-233-6811

Mr. Joseph Kardash, Superintendent
Rensselaer City School District
25 Van Rensselaer Drive
Rensselaer, NY 12144
jkardash@rcsd.k12.ny.us
518-396-3496

Mr. John Carmello, Superintendent
Troy City School District
475 First Street
Troy, NY 12180
carmelloj@troycsd.org
518-328-5310

Rensselaer County
and
Averill Park Central School District

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Averill Park Central School District** located at 146 Gettle Road, Averill Park, New York 12018 hereinafter referred to as the "District". County and District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties seek to use due diligence in decreasing substance abuse by providing substance abuse prevention programming to students, families and staff; and

WHEREAS, the District seeks the professional services of two full-time Student Assistant Specialists dedicated to providing services to the District; and

WHEREAS, the County employs persons (Student Assistant Specialist) who provide those professional services; and

WHEREAS, the District and the County wish to enter into an agreement whereby the County will provide two Student Assistant Specialists to the District.

NOW, THEREFORE, the parties do hereby agree as follows;

1. SCOPE OF SERVICES

The County shall provide the District with two full-time (35 hours/week) Student Assistant Specialist to perform the following services:

a. Present evidence-based prevention curriculum to students;
b. Provide opportunities for parents to participate in prevention programs and planning;
c. Provide assessment, crisis intervention and referral, and prevention counseling;
d. Provide consultant services to administration, teachers and parents; and
e. Provide short-term groups focused on skill building.

It is understood that the District will provide use of a private, dedicated, confidential office space, desk and phone, password protected computer with internet access at an agreed upon location within the District, and a locked filing cabinet and related supplies to accommodate the Student Assistant Specialists.

It is further understood that the Student Assistant Specialists will have access to confidential personal health and other confidential information. To address this confidential information, the County and the District will enter into a Business Associate Agreement as attached hereto.

2. CONSIDERATION

For the services to be provided to the District under this Agreement, the District shall pay to the County the amount of **$100,468.26** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 2027.**

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of a Party, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Notwithstanding the previous sentence, the amount of such indemnification by either Party to the other shall not exceed the total amount paid as set forth in this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal

health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **Averill Park Central School District** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Averill Park Central School District.**

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3 Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.5 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

3.6.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

3.6.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.11 Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.9 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.10 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.11 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.12 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or

disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

3.14 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

3.15 Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

3.16 Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

3.17 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.18 Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.19 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.20 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person,

and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

3.22 Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which “Business Associate” is “Contractor” and “Covered Entity” is “County” for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered

Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

4.3.3 Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term “breach” has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys’ fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the “Indemnification” Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which “Business Associate” is “Contractor” and “Covered Entity” is “County”, for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under HIPPA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 146 Gettle Road, Averill Park, New York 12018
Attention: Dr. James Franchini
Phone: 518-674-7055

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Averill Park Central School District, (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____

Email Address: _____
Phone Number: _____

Rensselaer County
and
Berlin Central Schools

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Berlin Central Schools** located at 17400 NY 22, Cherry Plain, New York 12040 hereinafter referred to as the "District". County and District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties seek to use due diligence in decreasing substance abuse by providing substance abuse prevention programming to students, families and staff; and

WHEREAS, the District seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

WHEREAS, the County employs persons (Student Assistant Specialist) who provide those professional services; and

WHEREAS, the District and the County wish to enter into an agreement whereby the County will provide a Student Assistant Specialist to the District.

NOW, THEREFORE, the parties do hereby agree as follows;

1. SCOPE OF SERVICES

The County shall provide the District with a full-time (35 hours/week) Student Assistant Specialist to perform the following services:

a. Present evidence-based prevention curriculum to students;
b. Provide opportunities for parents to participate in prevention programs and planning;
c. Provide assessment, crisis intervention and referral, and prevention counseling;
d. Provide consultant services to administration, teachers and parents; and
e. Provide short-term groups focused on skill building.

It is understood that the District will provide use of a private, dedicated, confidential office space, desk and phone, password protected computer with internet access at an agreed upon location within the District, and a locked filing cabinet and related supplies to accommodate the Student Assistant Specialist.

It is further understood that the Student Assistant Specialist will have access to confidential personal health and other confidential information. To address this confidential information, the County and the District will enter into a Business Associate Agreement as attached hereto.

2. CONSIDERATION

For the services to be provided to the District under this Agreement, the District shall pay to the County the amount of **$50,234.13** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 2027.**

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of a Party, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Notwithstanding the previous sentence, the amount of such indemnification by either Party to the other shall not exceed the total amount paid as set forth in this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal

health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **Berlin Central Schools** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Berlin Central Schools.**

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3 Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.5 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

3.6.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

3.6.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.11 Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.9 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.10 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.11 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.12 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or

disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

3.14 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

3.15 Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

3.16 Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

3.17 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.18 Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.19 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.20 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person,

and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

3.22 Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which “Business Associate” is “Contractor” and “Covered Entity” is “County” for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered

Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

4.3.3 Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term “breach” has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys’ fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the “Indemnification” Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which “Business Associate” is “Contractor” and “Covered Entity” is “County”, for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under HIPPA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, NY 12061
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 17400 NY 22, Cherry Plain, New York 12040
Attention: Mr. Kenneth Rizzo
Phone: 518-658-1500

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Berlin Central Schools, (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____

Address: _____
Email Address: _____
Phone Number: _____

Rensselaer County
and
East Greenbush Central Schools

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **East Greenbush Central Schools** located at 29 Englewood Avenue, East Greenbush, New York 12061 hereinafter referred to as the "District". County and District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties seek to use due diligence in decreasing substance abuse by providing substance abuse prevention programming to students, families and staff; and

WHEREAS, the District seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

WHEREAS, the County employs persons (Student Assistant Specialist) who provide those professional services; and

WHEREAS, the District and the County wish to enter into an agreement whereby the County will provide a Student Assistant Specialist to the District.

NOW, THEREFORE, the parties do hereby agree as follows;

1. SCOPE OF SERVICES

The County shall provide the District with a full-time (35 hours/week) Student Assistant Specialist to perform the following services:

a. Present evidence-based prevention curriculum to students;
b. Provide opportunities for parents to participate in prevention programs and planning;
c. Provide assessment, crisis intervention and referral, and prevention counseling;
d. Provide consultant services to administration, teachers and parents; and
e. Provide short-term groups focused on skill building.

It is understood that the District will provide use of a private, dedicated, confidential office space, desk and phone, password protected computer with internet access at an agreed upon location within the District, and a locked filing cabinet and related supplies to accommodate the Student Assistant Specialist.

It is further understood that the Student Assistant Specialist will have access to confidential personal health and other confidential information. To address this confidential information, the County and the District will enter into a Business Associate Agreement as attached hereto.

2. CONSIDERATION

For the services to be provided to the District under this Agreement, the District shall pay to the County the amount of $**50,234.13** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 2027.**

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of a Party, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Notwithstanding the previous sentence, the amount of such indemnification by either Party to the other shall not exceed the total amount paid as set forth in this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal

health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **East Greenbush Central Schools** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **East Greenbush Central Schools.**

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3 Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.5 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

3.6.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

3.6.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.11 Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.9 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.10 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.11 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.12 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or

disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

3.14 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

3.15 Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

3.16 Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

3.17 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.18 Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.19 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.20 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person,

and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

3.22 Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which “Business Associate” is “Contractor” and “Covered Entity” is “County” for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered

Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

4.3.3 Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term “breach” has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys’ fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the “Indemnification” Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which “Business Associate” is “Contractor” and “Covered Entity” is “County”, for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under HIPPA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, NY 12061
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 29 Englewood Avenue, East Greenbush, New York 12061
Attention: Dr. Kurtis Kotes
Phone: 518-207-2500

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- East Greenbush Central Schools, (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____

Address: _____
Email Address: _____
Phone Number: _____

Rensselaer County
and
Lansingburgh Central Schools

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Lansingburgh Central Schools** located at 55 New Turnpike Road, Troy, New York 12182 hereinafter referred to as the "District". County and District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties seek to use due diligence in decreasing substance abuse by providing substance abuse prevention programming to students, families and staff; and

WHEREAS, the District seeks the professional services of three full-time Student Assistant Specialists dedicated to providing services to the District; and

WHEREAS, the County employs persons (Student Assistant Specialist) who provide those professional services; and

WHEREAS, the District and the County wish to enter into an agreement whereby the County will provide two Student Assistant Specialists to the District.

NOW, THEREFORE, the parties do hereby agree as follows;

1. SCOPE OF SERVICES

The County shall provide the District with three full-time (35 hours/week) Student Assistant Specialists to perform the following services:

a. Present evidence-based prevention curriculum to students;
b. Provide opportunities for parents to participate in prevention programs and planning;
c. Provide assessment, crisis intervention and referral, and prevention counseling;
d. Provide consultant services to administration, teachers and parents; and
e. Provide short-term groups focused on skill building.

It is understood that the District will provide use of a private, dedicated, confidential office space, desk and phone, password protected computer with internet access at an agreed upon location within the District, and a locked filing cabinet and related supplies to accommodate the Student Assistant Specialists.

It is further understood that the Student Assistant Specialists will have access to confidential personal health and other confidential information. To address this confidential information, the County and the District will enter into a Business Associate Agreement as attached hereto.

2. CONSIDERATION

For the services to be provided to the District under this Agreement, the District shall pay to the County the amount of **$198,070.26** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 2027.**

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of a Party, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Notwithstanding the previous sentence, the amount of such indemnification by either Party to the other shall not exceed the total amount paid as set forth in this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal

health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **Lansingburgh Central Schools** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Lansingburgh Central Schools.**

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3 Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.5 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

3.6.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

3.6.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.11 Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.9 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.10 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.11 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.12 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or

disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

3.14 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

3.15 Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

3.16 Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

3.17 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.18 Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.19 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.20 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person,

and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

3.22 Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which “Business Associate” is “Contractor” and “Covered Entity” is “County” for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered

Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

4.3.3 Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term “breach” has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys’ fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the “Indemnification” Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which “Business Associate” is “Contractor” and “Covered Entity” is “County”, for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under HIPPA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 55 New Turnpike Road, Troy, New York 12182
Attention: Dr. Antonio Abitabile
Phone: 518-233-6850

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Lansingburgh Central Schools, (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____

Email Address: _____
Phone Number: _____

Rensselaer County
and
Rensselaer City School District

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Rensselaer City School District** located at 25 Van Rensselaer Drive, Rensselaer, New York 12144 hereinafter referred to as the "District". County and District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties seek to use due diligence in decreasing substance abuse by providing substance abuse prevention programming to students, families and staff; and

WHEREAS, the District seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

WHEREAS, the County employs persons (Student Assistant Specialist) who provide those professional services; and

WHEREAS, the District and the County wish to enter into an agreement whereby the County will provide a Student Assistant Specialist to the District.

NOW, THEREFORE, the parties do hereby agree as follows;

1. SCOPE OF SERVICES

The County shall provide the District with a full-time (35 hours/week) Student Assistant Specialist to perform the following services:

a. Present evidence-based prevention curriculum to students;
b. Provide opportunities for parents to participate in prevention programs and planning;
c. Provide assessment, crisis intervention and referral, and prevention counseling;
d. Provide consultant services to administration, teachers and parents; and
e. Provide short-term groups focused on skill building.

It is understood that the District will provide use of a private, dedicated, confidential office space, desk and phone, password protected computer with internet access at an agreed upon location within the District, and a locked filing cabinet and related supplies to accommodate the Student Assistant Specialist.

It is further understood that the Student Assistant Specialist will have access to confidential personal health and other confidential information. To address this confidential information, the County and the District will enter into a Business Associate Agreement as attached hereto.

2. CONSIDERATION

For the services to be provided to the District under this Agreement, the District shall pay to the County the amount of **$100,531.09** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 2027.**

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. Copies to be provided to the Rensselaer City School District.

6. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of a Party, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Notwithstanding the previous sentence, the amount of such indemnification by either Party to the other shall not exceed the total amount paid as set forth in this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government

payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **Rensselaer City School District** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of

Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 "Breach" is defined at 45 CFR § 164.402.

2.2.2 "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Rensselaer City School District.**

2.2.3 "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 "Designated Record Set" is defined at 45 CFR §164.501.

2.2.5 "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3 Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.5 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate’s notification to Covered Entity required by HIPAA and this Section 3.6 must:

3.6.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising

reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

3.6.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.11 Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of

PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.9 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.10 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.11 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.12 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

3.14 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

3.15 Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

3.16 Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

3.17 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.18 Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.19 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.20 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

3.22 Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is

infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

4.3.3 Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the "Indemnification" Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under HIPPA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the

degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 25 Van Rensselaer Drive, Rensselaer, New York 12144
Attention: Mr. Joseph Kardash
Phone: 518-436-8561

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Rensselaer City School District, (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____
Email Address: _____
Phone Number: _____

Rensselaer County
and
Troy City School District

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Troy City School District** located at 475 First Street, Troy, New York 12180 hereinafter referred to as the "District". County and District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties seek to use due diligence in decreasing substance abuse by providing substance abuse prevention programming to students, families and staff; and

WHEREAS, the District seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

WHEREAS, the County employs persons (Student Assistant Specialist) who provide those professional services; and

WHEREAS, the District and the County wish to enter into an agreement whereby the County will provide a Student Assistant Specialist to the District.

NOW, THEREFORE, the parties do hereby agree as follows;

1. SCOPE OF SERVICES

The County shall provide the District with a full-time (35 hours/week) Student Assistant Specialist to perform the following services:

a. Present evidence-based prevention curriculum to students;
b. Provide opportunities for parents to participate in prevention programs and planning;
c. Provide assessment, crisis intervention and referral, and prevention counseling;
d. Provide consultant services to administration, teachers and parents; and
e. Provide short-term groups focused on skill building.

It is understood that the District will provide use of a private, dedicated, confidential office space, desk and phone, password protected computer with internet access at an agreed upon location within the District, and a locked filing cabinet and related supplies to accommodate the Student Assistant Specialist.

It is further understood that the Student Assistant Specialist will have access to confidential personal health and other confidential information. To address this confidential information, the County and the District will enter into a Business Associate Agreement as attached hereto.

2. CONSIDERATION

For the services to be provided to the District under this Agreement, the District shall pay to the County the amount of **$50,234.13** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 2027.**

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of a Party, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Notwithstanding the previous sentence, the amount of such indemnification by either Party to the other shall not exceed the total amount paid as set forth in this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal

health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **Troy City School District** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Troy City School District.**

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3 Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.5 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

3.6.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

3.6.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3.6.11 Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.9 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.10 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.11 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.12 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or

disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

3.14 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

3.15 Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

3.16 Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

3.17 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.18 Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.19 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.20 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person,

and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

3.22 Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which “Business Associate” is “Contractor” and “Covered Entity” is “County” for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered

Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

4.3.3 Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term “breach” has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys’ fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the “Indemnification” Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which “Business Associate” is “Contractor” and “Covered Entity” is “County”, for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under HIPPA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 475 First Street, Troy, New York 12180
Attention: Mr. John Carmello
Phone: 518-328-5052

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Troy City School District, (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____

Email Address: _____
Phone Number: _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** June 9, 2026

Resolution No. G/19

RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE, AUTHORIZING A CONTRACT WITH ST. PAUL'S CENTER AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The New York State Fiscal Year 2021-2022 Budget appropriated 100 million dollars to provide rental supplements to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status; and

WHEREAS, Resolution G/434/22 authorized the Department of Social Services ("Department") to accept the first rental supplement program allocation as well as authorized a contract with St. Paul's Center to administer the program; and

WHEREAS, An additional 100 million dollars was appropriated in the 2022-2023 New York State Budget and each year thereafter; and

WHEREAS, Local Social Services Districts were notified of the option to participate in the New York State Rental Supplement Program ("RSP") for the 2026-2027 program year; and

WHEREAS, No award letter will be provided as this is an allocation and funding is available immediately as to prevent any interruption in supplemental payments; and

WHEREAS, Funding is expected in future State budgets so that funds will flow continuously from year to year; and

WHEREAS, The Department seeks to continue to contract with St. Paul's Center. To continue to issue payments directly to landlords, upon submission of a quarterly statement of expenditures landlords will be reimbursed by the Department and the Department will then submit a claim to the State to be reimbursed; and

WHEREAS, The New York State Office of Temporary and Disability Assistance set a fifteen percent (15%) limitation on administrative costs which St. Paul's Center is entitled to for reviewing applications, conducting the intake process, locating suitable and safe housing using the United States Department of Housing and Urban Development's habitability inspection form if the local Code Enforcement is not inspecting, obtain IRS W-9 forms from landlords, issuing rental payments to landlords, entering data into the Homeless Management Information System, submitting quarterly reports, issuing IRS 1099 forms at year-end and handling recertifications; and

WHEREAS, The start and end dates of such contract, the source of funding of the same, the total amount to be expended over the life of same, which shall not exceed budgetary appropriations, and the name and address of the contracting parties are as follows:

CONTRACT DESCRIPTION/DATES	**VENDOR/ADDRESS**	**APPROPRIATION CODE**	**AMOUNT**
Rental Supplement Program 4/1/26 – 3/31/27	St. Paul's Center PO Box 589 Rensselaer, New York 12144	A.6010.04900.RSP	$497,493.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced agreement, subject to the approval as to form by the Rensselaer County Attorney; and be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUES

CODE/DESCRIPTION	**PRESENT**	**CHANGE**	**REVISED**
Social Services Administration-SA – Rental Supplement Program A.6010.36101.RSP	$ 147,983.00	$ 497,493.00	$ 645,476.00

GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
Department of Social Services - Administration			
A.6010.04900.RSP Professional Services - Rental Supplement Program	$ 147,983.00	$ 497,493.00	$ 645,476.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution: x P Resolution:_____

Title of Legislation: RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OTDA, AUTHORIZING A CONTRACT WITH ST. PAUL'S CENTER AND AMENDING THE 2026 ADOPTED BUDGET

Requested by: Department of Social Services

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 497,493 current year
   $ similar ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 100% State reimbursable

   a) For federal funding: amount $ N/A and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 497,493 and length of time state funding is available _____. Is it available for ongoing expenses? Yes X or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 0 and ongoing $ 0

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): Expected to be ongoing in future State budgets

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Rental Supplement Program provides vital rental assistance to individuals and families who are experiencing homelessness or are facing an imminent loss of housing. This program is 100% reimbursable with State dollars.

Department Head

Michael P. McMahon

NEW YORK STATE | Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Commissioner

RAJNI CHAWLA
Executive Deputy Commissioner

Local Commissioners Memorandum

Section 1

Transmittal:	26-LCM-06
To:	Social Services District Commissioners
Issuing Division/Office:	Employment and Income Support Programs
Date:	April 20, 2026
Subject:	2026-2027 New York State Rental Supplement Program Allocations
Contact Person(s):	Temporary Assistance Bureau (518) 474-9344 pabureauhousingprograms@otda.ny.gov
Attachments:	Attachment A – 2026-2027 Rental Supplement Allocations

Section 2

I. Purpose

The New York State Fiscal Year 2025-2026 Budget appropriates $100 million to provide rental supplements to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status. The purpose of this Local Commissioners Memorandum (LCM) is to notify Rest of State (ROS) social services districts (districts) of the option to participate in the New York State Rental Supplement Program (RSP) for the 2026-2027 program year. Additionally, this guidance provides the 2026-2027 RSP allocations and general program information. Districts choosing to participate in the RSP must have a Rental Supplement Program Plan on file which details the intended use of their allocation for each program year and includes an adjusted fair market rent (FMR) chart for the new fiscal year.

II. Background

The RSP was established to provide vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing. The RSP is available to individuals and families both with and without children. Districts may choose to retain their allocation and use district mechanisms (e.g., direct administration or transfer of funds to county agencies) to operate this program or may delegate the administration of this program, in full or in part, to another public agency, contractor or non-profit organization.

III. Program Implications

A. Program Activities and Services

OTDA has combined each district's prior RSP plans into one document per district which includes current FMR rates and updated plans were disseminated to districts individually in advance of this LCM. Districts choosing to participate in the 2026-2027 RSP **must** confirm receipt of their updated plan and notify OTDA if there are any changes to their plan, or confirm that there are no changes, **as soon as possible, but no later than 5/4/2026.** It is expected that services will continue for eligible households transitioning into the 2026-2027 program cycle without interruption. OTDA is available to assist districts who would like insight ascertained from districts with programs functioning effectively and/or at full capacity. RSP supplements shall be made available in accordance with district plans, as long as certain minimum eligibility requirements are established as outlined in this LCM.

Supplements provided through the RSP will not be part of the standard of need pursuant to Social Services Law §131-a for individuals or families applying for or in receipt of Public Assistance (PA), and therefore would not be considered by ABEL when computing financial eligibility for PA. When computing a budget for a PA recipient who is receiving an RSP supplement, the shelter cost not covered by the RSP, or any other program, must be entered into the budget unless the supplement covers the entire shelter cost. In addition, RSP supplements shall not be subject to recoupment or repayment unless there is a determination that the application submitted was fraudulent, or otherwise identified as ineligible, and the application should not have been approved.

B. Program Eligibility and Program Requirements

While districts have flexibility regarding the development of a local RSP, the governing statute outlines some minimum requirements for participant eligibility as follows:

- Eligible participants are individuals and/or families, both with and without children, who are experiencing homelessness or facing an imminent loss of housing, regardless of immigration status;
- Household income shall be no more than 50% of area median income (AMI) at the time of application based on location and household size, with initial priority given to households who earn no more than 30% of AMI;
- Rental supplement amounts shall be set at 85% of local FMR values with a district option to pay up to 100% of FMR using local funds;
- At least 50% of the supplements shall be allocated for households who are currently in a shelter or experiencing homelessness at the time of application, unless sufficient demand does not exist for such households within the district;
- A household's financial contribution will be limited to 30% of their household's total earned and/or unearned income;
- Supplements are to be provided until a household's total monthly rent is 30% or less than their total monthly income, at which point the housing will be considered affordable for the individual/family and the supplement will end; and
- Receipt of PA is not a requirement for determining eligibility for the RSP.

Additionally, districts must make sure they have policies and procedures in place to:

- Establish that the supplement recipient is the primary tenant (e.g., require a lease or other documentation);
- Establish the rent obligation of the supplement recipient and how contributions from individuals outside the household will be taken into consideration;
- Take reasonable steps to prevent the duplication of benefits;
- Ensure arrears and security deposits are limited and are only utilized for households eligible for ongoing supplement payments;
- Establish a process for handling fraudulent applications, including a procedure for recouping funds, if necessary; and
- Establish a process for reviewing and considering appeals of applications that are denied or vouchers that are reduced or ended.

RSP Plans must provide a comprehensive outline of each district's proposed program and must address, at minimum, the following:

- Specific details regarding how eligibility for a rental supplement will be determined as well as any target populations identified;
- The process for handling modifications (moves, rent increases, changes in household composition, etc.).
- All forms and/or notices, including any new or updated forms and/or notices. If the form/notice that will be used to facilitate the application and determination process has not yet been developed, a description of this form/notice may be provided. When households requesting a supplement do not meet the criteria set forth in the district's plan, the denial/closing letter must support the decision by explaining the criteria and the district's decision that the household does not meet such criteria. An award letter must be provided to both the tenant and landlord and must detail the amount approved to be paid on a monthly basis, months/term included and any applicable tenant protections resulting from receipt of the RSP; and
- An explanation of whether there will be any health and safety standards that must be adhered to prior to paying rental supplements at a specific location.

Eligibility is determined based on a household's current monthly income at the time of application. Applications are to be accepted on a first-come, first-served basis according to the eligibility parameters set forth at the local level. Districts must establish a recertification process, including the length of the local recertification period, but recertifications shall occur at least annually.

While arrears and security deposits can be paid in limited instances, RSP funds are intended to be used for ongoing rent supplement payments and as such, eligibility determinations must be based on the household's need for ongoing rental supplements. Though PA eligibility is not a factor in determining eligibility for the RSP, operators are encouraged to refer RSP applicants for assistance applying for applicable benefit programs, such as PA, Home Energy Assistance Program (HEAP), Supplemental

Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI).

Notifications regarding eligibility determinations (e.g., approvals, denials, and closings) must be maintained in the case record for a minimum of six years following submission of the final expenditure report.

C. Allocations

A total of $100 million is available annually to support the RSP. While all funding is subject to legislative enactment each year, continued funding support for the RSP is expected. The program year 2026-2027 RSP district allocations are listed in Attachment A and were determined based on each district's relative share of PA households as of March 31, 2022, as well as the distribution of renter households under 30% of the local AMI, based on the US Census Bureau 2015-19 Public Use Microdata Sample. RSP allocations may be adjusted in future award years based on factors including statewide utilization and ongoing local rental supplement needs.

D. Reporting Requirements

As part of their participation in the RSP, districts must keep data about each household that participates in the RSP from the point of application throughout participation in the program and must submit RSP reports on a quarterly basis. These quarterly reports are utilized to compile the annual report required by RSP legislation. In addition, on time reporting allows districts and the State to answer questions, many required by the RSP legislation, about how the RSP is being implemented in each district and to inform future programs to support those in need of housing in New York State.

While OTDA is not requiring districts to submit household-level data at this time, OTDA has provided a template with the household-level data elements that are required to complete the RSP reports. Districts may consider utilizing this optional household-level tracker as it is helpful with compilation and completion of the mandatory report.

OTDA provided a reporting instrument to districts who participated in the 2025-2026 RSP, and this instrument is unchanged. 2026-2027 RSP reports are due on or before July 10, 2026 (for the period April 1, 2026, through June 30, 2026); October 10, 2026 (for the period July 1, 2026, through September 30, 2026); January 10, 2027 (for the period October 1, 2026, through December 31, 2026); and April 10, 2027 (for the period January 1, 2027, through March 31, 2027). RSP reports must be submitted quarterly as long as there are still clients receiving a supplement through this program.
Districts and/or program operators, as applicable, are required to provide OTDA or its designees access to the program records during the course of the project. RSP projects will be monitored by OTDA on a regular basis and may include onsite visits as well as regular telephone contact and/or case reviews. The goal of monitoring is to ensure the terms of the RSP are being met in accordance with State legislation. In addition, monitoring enables OTDA to provide technical assistance, where necessary, to assist the district and/or program operator to meet the overall intent of the RSP. It is the

responsibility of the district to monitor any and all subcontracts. Districts must ensure the confidentiality of records concerning project participants.

IV. Reimbursement Structure and Allowable Costs

Allocations for the 2026-2027 RSP will be made immediately available to participating districts retroactive to April 1, 2026, to prevent any interruption in supplement payments for eligible households currently enrolled in the 2025-2026 RSP. Release of this LCM constitutes an approval of each district's 2026-2027 allocation and as such RSP payments for eligible supplements should not be suspended year to year. District allocations will be paid as claims are submitted to substantiate payment.

RSP funding is made available for districts to provide vital rental assistance to eligible households and as such, it is expected that a minimum of 85% of the funds will be used toward rental supplements including, in limited instances, rental arrears and security deposits. Districts are reminded that rental arrears and security deposits may be provided in limited instances, as long as the household is eligible and receiving an ongoing, monthly rental supplement in accordance with the guidelines outlined herein. OTDA has set a 15% spending limitation on administrative costs.

Agencies should limit the amount of administrative costs necessary to operate the RSP to maximize both the amount of funds available to pay rental supplements and the number of households enrolled. The use of RSP funds for administrative purposes must be directly related to the provision of rental supplements to eligible individuals and families.

For districts opting to assign all or a portion of their RSP allocation to another public agency, contractor or local nonprofit organization, districts will be held liable for assigned funds not used in a manner consistent with the purpose of the RSP allocation.

Districts are required to submit all claims for reimbursement through the Automated Claiming System (ACS) regardless of whether they elect to operate the program in-house or transfer the administration to another entity. RSP claims must be for expenditures from April 1, 2026, through March 31, 2027, and must be submitted in a timely manner.

V. Claiming Instructions

Expenditures for RSP should be claimed through the RF-17 claim package for special project claiming in the Automated Claiming System (ACS) for the month(s) that the expenditures were made. These costs are first identified on the RF-2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923 "Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries" and the LDSS-2347 Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program" (Schedule D). After final accepting the RF-2A, the individual project costs are then reported under the project label **Rental Supplement Program 2627** on the RF-17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" while overhead costs are automatically brought over from the Schedule D and distributed based upon the proportion of the number of staff assigned to this project.

Employees not working all their time for RSP must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on page 1 of the LDSS-923B "Summary - Administrative Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs".

Program costs are reported as object of expense code 37 (Special Project Program Expense) on page 2 of the LDSS-923B "Summary - Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs".

Total project costs are reported on the LDSS-4975 "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)" as 100% state share excluding central services costs which are local share. Actual reimbursement will be based upon each district's allocation.

Claims for the period April 1, 2026, through March 31, 2027, must be final accepted in ACS by July 1, 2027.

For further instructions relating to completing time studies, the LDSS-923, LDSS-923B, and Schedule D, and the RF-17 claim package are found in Chapters 4, 7, and 18, respectively of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available online at: https://intranet.otda.ny.gov/bfdm/finance/.

Claiming Contact:

Regions 1-5: Justin Gross at: 518-474-7549 or otda.sm.Field_Ops.I-IV@otda.ny.gov.

VI. Necessary Action

Districts who elect to receive this funding must have an updated 2026-2027 RSP Plan. Each district will receive an individualized RSP Plan that has been updated for 2026-2027 in advance of this LCM. Districts are encouraged to submit changes to RSP Plans, or confirm that no changes are required, as soon as possible, but no later than 5/4/2026. Districts opting to participate in RSP for the first time in 2026-2027 must contact OTDA to begin the process of developing a 2026-2027 plan. OTDA staff will provide resources and support as needed. While it is understood that time is needed to develop and implement a new RSP program, it is expected that districts participating in the 2026-2027 RSP will provide rental supplements during the 2026-2027 program year.

In order to expedite the review and approval of RSP Plans for districts who operated during the 2025-2026 program year, OTDA provided each district with a version of their RSP Plan that includes updated FMR charts and previously submitted information. Districts must note any changes to their Plans by highlighting or italicizing the changes on this version of RSP Plan. A complete 2026-2027 RSP Plan package will be sent to participating districts, including the reporting template.

Issued By:

Name: Paula Cook
Title: Acting Deputy Commissioner

Division/Office: Employment and Income Supports/Office of Temporary and Disability Assistance

Attachment A

District	2026-2027 Rental Supplement Program Allocation
New York City	$67,922,380
Albany	$1,125,750
Allegany	$120,210
Broome	$899,827
Cattaraugus	$282,026
Cayuga	$268,767
Chautauqua	$645,332
Chemung	$290,178
Chenango	$139,789
Clinton	$240,580
Columbia	$129,741
Cortland	$141,026
Delaware	$121,902
Dutchess	$727,515
Erie	$3,874,658
Essex	$100,000
Franklin	$164,265
Fulton	$116,749
Genesee	$143,394
Greene	$116,986
Hamilton	$100,000
Herkimer	$154,406
Jefferson	$402,505
Lewis	$100,000
Livingston	$190,065
Madison	$120,038
Monroe	$3,035,181
Montgomery	$154,608
Nassau	$2,028,294
Niagara	$742,819
Oneida	$857,846
Onondaga	$1,916,038
Ontario	$256,173
Orange	$920,321
Orleans	$144,298
Oswego	$432,808
Otsego	$125,940
Putnam	$100,000
Rensselaer	$497,493
Rockland	$713,032
St. Lawrence	$309,135
Saratoga	$322,466
Schenectady	$536,305
Schoharie	$100,000
Schuyler	$100,000
Seneca	$100,000
Steuben	$325,926
Suffolk	$2,640,308
Sullivan	$240,957
Tioga	$124,850
Tompkins	$461,767
Ulster	$494,918
Warren	$126,379
Washington	$131,444
Wayne	$193,050
Westchester	$3,029,553
Wyoming	$100,000
Yates	$100,000

THIS AGREEMENT is entered into as of this _____day of _____, 2026, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the "**COUNTY**," a County of the State of New York, with principal offices at the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061, hereinafter referred to as the "County", and the **ST. PAUL'S CENTER,** a not-for-profit corporation with offices located at 947 3rd Street, Rensselaer, New York, hereinafter referred to as "Vendor."

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or supply the goods identified in Schedule A, (the "Services") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the COUNTY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the COUNTY after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

This agreement shall commence on April 1, 2026 at 12:01 a.m. and shall terminate on March 31, 2027 at 11:59 p.m.

ARTICLE 3. COMPENSATION

For satisfactory performance of the services and/or receipt of conforming goods or, as such services or goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Vendor shall submit to the County a monthly itemized invoice for services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require. The County will pay the proper amounts due Vendor within sixty (60) days after receipt of an itemized invoice, and if any line item expense is objectionable, Vendor will be notified, in writing, of the COUNTY'S reasons for objecting to all or any portion of the invoice submitted by Vendor.

A not to exceed cost of $497,493.00 has been established for the scope of Services and/or the supply of goods rendered by Vendor. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Legislature, evidenced a certified copy of said legislative resolution and by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County's authorization is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of

Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Rensselaer County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Rensselaer County Executive. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County, which insurers have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Employer's liability or similar insurance	$1,000,000 each each occurrence
Automobile liability Bodily Injury Property damage	$2,000,000 aggregate $1,000,000 each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	$1,000,000 aggregate $1,000,000 each occurrence
Professional liability (If commercially available for your profession)	$1,000,000 aggregate $1,000,000 each claim

Vendor shall attach to this Agreement, certificates of insurance evidencing VENDOR's compliance with these requirements Each certificate shall name the County as the certificate holder as follows:

Rensselaer County
Attn.: County Attorney
Ned Pattison County Government Center
1600 Seventh Avenue
Troy, New York 12180

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County Attorney at the above-stated address and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the services;

C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the County; and

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of

circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the County or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the County may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any services or goods procured by the County to complete the services herein will be charged to Vendor and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor Claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the County Y by operation of law, the County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that said Vendor has or may have with the County without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interests due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the County for such falsity or breach,
nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County Executive of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 22. MEDICAID COMPLIANCE

□ Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Contractor/Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. the General Services Administration's Federal Excluded Party List System or any successor list;

b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF RENSSELAER, NEW YORK	**ST. PAUL'S CENTER**
By: _____	By: _____
Steven F. McLaughlin County Executive	Executive Director
DATE: _____	DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Rental Supplement Program

The RSP is a program established to provide vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing.

Rensselaer County will utilize St. Paul's Center to administer this program. Joseph's House and Unity House's Domestic Violence Shelter will assist with the completion of the applications and will forward the completed applications with proof of income to St. Paul's program administrator. The program administrator will handle the screening process, intake, obtain W9's from landlords, handle data entry into HMIS for quarterly reporting, issue monthly payments, issue 1099 forms at year-end and conduct recertifications.

SCHEDULE B

FEES AND EXPENSES

The Rensselaer County Department of Social Services' allocation is $497,493. St. Paul's Center will be reimbursed 15% of the allocation for administrating the program. St. Paul's will submit a quarterly statement of expenditures to the Department. Upon receipt of the statement, the Department will issue payment to St. Paul's. The Department will then file a claim for reimbursement with New York State Office of Temporary and Disability Assistance.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/20

RESOLUTION AUTHORIZING AN AGREEMENT WITH COUGHLIN & GERHART, LLP FOR LEGAL SERVICES – OFFICE OF THE RENSSELAER COUNTY SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Sheriff's Department seeks Legislative approval to enter into an agreement with Coughlin & Gerhart, LLP for legal services; and

WHEREAS, An employee of the Sheriff's Office has appealed the denial of the employee's benefits under Civil Service Law Section 207-c; and

WHEREAS, In order to prepare for the appeal process, and due to the limited time allowed by statute, it is necessary to retain legal representation of Coughlin & Gerhart, LLP, 99 Corporate Drive, Binghamton, NY 13902; and

WHEREAS, An initial retainer is required in the amount of $10,000.00; and

WHEREAS, It is estimated that the additional cost will be approximately $25,000.00 which the Department has budgeted the necessary funds in the 2026 Rensselaer County Adopted Budget via appropriation code A.3150.04471 (Labor Expense); now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

Coughlin & Gerhart LLP
ATTORNEYS AND COUNSELORS

BAINBRIDGE
BINGHAMTON
CORTLAND
HANCOCK
HONESDALE
ITHACA
MONTROSE
OWEGO
WALTON

www.cglawoffices.com

99 Corporate Drive
Binghamton, New York 13904

PO Box 2039
Binghamton, NY 13902-2039
(607) 723-9511
(877) COUGHLIN
Fax: (607) 723-1530
e-mail: lmead@cglawoffices.com

May 7, 2026

Carl J. Kempf, III
Rensselaer County Attorney
99 Troy Road, 4th Floor
East Greenbush, New York 12061

Re: Engagement Letter for GML § 207 Matter – Jamie Panichi

Dear Mr. Kempf:

This is to thank you for your request that this Firm to serve as legal counsel to the County of Rensselaer (hereinafter "County" or "you") with respect to a certain General Municipal Law § ("GML") 207 claim with regard to employee Jamie Panichi. We are pleased to have this opportunity to assist you, and we want to acquaint you with our manner of handling your case.

Scope of Representation

Our representation of the County will be in connection with the above-referenced matter only, unless we otherwise agree in writing. Our representation will be limited in nature and scope to representing the County in relation to the pending GML 207-c administrative appeal in the above referenced matter. The representation will include all aspects of scheduling, preparation for, and conduct of the administrative hearing process through a final determination by a duly appointed arbitrator. However, our representation hereunder shall not include representation in any post-hearing judicial filings, such as an Art. 78 proceeding in State Court, nor any or Federal Court appearances, as same would require a separate retainer agreement.

This additional retainer is being executed due to this matter moving to an administrative hearing and the related work which accompanies the appeal of Sgt. Panichi which requires representation in the administrative hearing process.

Firm Representation

While I will be primarily responsible for providing legal services, other lawyers in the firm may from time to time be involved in the event I am out of town or otherwise unavailable. To be cost effective, I may ask an associate or paralegal to assist with legal research or the drafting of documents, which I will review. Should I be unavailable when you call, please feel free to refer any questions to my paralegal, Ronitta J. McPherson, or my legal assistant, Isabelle Samaroo. If either is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

Cooperation

We will need the Count's cooperation from time to time to effectively represent it in this matter. This may include assistance with scheduling witness interviews, providing relevant policies and documentation, ordering employees to comply with requests, etc. We will endeavor to coordinate this with all concerned individuals in order to make this as little an imposition as possible.

Billing Basis, Rates and Retainer

We have agreed to provide legal services to the County based on an hourly rate. As such, we are not in a position to quote you a specific fee for our services because it is impossible to determine, at this point, how much work will be involved.

We agree to invoice the County monthly with a detailed statement and payment will be due upon receipt of our invoice, but not later than thirty (30) days thereafter. We will send monthly invoices to your attention. Our statements to you will reflect the rates in effect at the time of billing. If you have questions about our billing rate or method, please feel free to discuss this matter early in our representation of you.

Our current hourly rates for the legal services of this kind are $320 per hour for partners and of counsel; $275 per hour for associates; and $225.00 an hour for paralegals. These rates will be in effect through December 31, 2026 We agree to obtain your approval of any future rate increases.

We are not able to advance significant expenses on behalf of our clients, and we will try to anticipate same. If we do advance any monies for nominal expenses and fees on your behalf, such as filing fees, transcript costs, travel and photocopying, we will expect the County to promptly reimburse us upon billing.

Notice of Arbitration

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, the County does have the right to demand arbitration against us in an effort to resolve such fee dispute. In the unlikely event that a fee dispute arises, and the County notifies us of its intention to arbitrate, at your request, we will provide the County with the appropriate forms to file to implement its right to arbitrate.

Travel Time

To minimize expense, we will try to accomplish interviews and meetings remotely. However, in the

event any travel is required on your behalf, such time will be charged at the usual hourly rate, plus mileage and travel expenses, if applicable.

Efforts on Your Behalf

We will strive to complete your work as expeditiously as possible and at a fair and reasonable cost to you. We do represent other clients, and there will be times when we will be giving your work priority over others. But the converse is true, and we trust that you will understand if reasonable delays occur in completion of your work.

Termination

The County shall at all times have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

Statement of Client's Rights

Attached to this letter is a "Statement of the Client's Rights" which you should read prior to engaging with our Firm to perform legal services.

If you have any questions about these terms, please let me know. Otherwise, if they are acceptable to you, I would appreciate the authorized County officer signing a copy of this agreement and sending it back to me via email.

We appreciate the opportunity to be of assistance to you and look forward to working with you in this matter.

Sincerely,

COUGHLIN & GERHART, LLP

Lars P. Mead

By Lars P. Mead, Esq.
Partner

LPM/rjm

We agree to the terms of representation and engagement as outlined above and have read the attached Statement of Client's Rights.

County of Rensselaer

By: _____
Signature

Name: _____
Please Print

Title: _____

Date: _____

Coughlin & Gerhart LLP

ATTORNEYS AND COUNSELORS

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interest and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a retainer fee that is non-refundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith, but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make a final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien", which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, and may request that one or more interest-bearing bank accounts be used. You also are entitled to a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt Acknowledged:

COUGHLIN & GERHART, LLP

_____ By: Lars P. Mead

Lars P. Mead, Esq.

Dated: _____ Dated: May 7, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/21

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM VIAPATH TECHNOLOGIES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Since 2010, the Rensselaer County Correctional Facility has been receiving commissions from inmate telephone, tablet and video visitation charges collected by Global Tel*Link Corporation d/b/a ViaPath Technologies with a minimum annual guarantee of one-hundred eighty thousand dollars ($180,000.00); and

WHEREAS, To address changes mandated or permitted by the Federal Communications Commission's (FCC) Final Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking FCC25-75 released November 6, 2025 (2025 FCC Final Order) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 governing incarcerated people's communications services, no compensation shall be payable to correctional facilities for IPCS audio or video communications services; and

WHEREAS, However, the 2025 FCC Final Order authorizes the addition of a Facility Cost Rate Additive to the per-minute cost of IPCS communications to recover costs reasonably incurred by the correctional facility in making IPCS available; and

WHEREAS, To compensate the Rensselaer County Correctional Facility for the reduced collections, ViaPath is providing the facility with a one-time Technology Grant totaling three-hundred twenty-five thousand dollars ($325,000.00) covering the period February 17, 2026 through February 16, 2031, and

WHEREAS, The County of Rensselaer received a check in the amount of $325,000.00 in April of 2026 ; and

WHEREAS, The Rensselaer County Office of the Sheriff seeks Legislative approval to amend its budget in order to accept such funding and to expend the funds for costs incurred during the term of the grant; and

WHEREAS, All purchases made under this grant will be made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; now, therefore, be it

RESOLVED, That any positions, programs, expenditures, agreements and/or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and be it further

RESOLVED, That 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3150.15251.GTLC, Tablet Tech Grant	$0.00	$325,000.00	$325,000.00

GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
Jail A.3150.04500.GTLC Special Dept Supplies Tablet Tech	$0.00	$325,000.00	$325,000.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__X__ P Resolution:_____

Title of Legislation: Amend 2026 Budget Acceptance of Tech Grant

Requested by: Sheriff's Office

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 325,000.00 current year
   $0.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): ViaPath/Global Tel Link Technology Grant

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_____ and ongoing $_____

   e) Other (please explain) $ 325,000.00

3) Is this expense or program mandated? Yes _____ No __X__

4) Length of expense or project (one time only, ongoing, etc.): One-time

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Expenses will be reimbursed by grant revenue.

Department Head

Kyle Bourgault

viapath TECHNOLOGIES

3120 Fairview Park Dr. / Suite 300
Falls Church, VA 22042

May 5, 2026

Sheriff Kyle Bourgault
Rensselaer County Sheriff's Office
4000 Main Street
Troy, NY 12180

Dear Sheriff Bourgault,

ViaPath Technologies/Global Tel Link is providing the Rensselaer County Correctional Facility with a one-time Technology Grant. ViaPath provided this grant before the April 6, 2026 effective date of the FCC Order, and as such, the grant was not subject to the FCC's Order's restrictions. This grant was intended to help the Sheriff's Office offset costs with managing phone, tablet and video visitation systems at the jail. There are no restrictions to how grant is expended.

We appreciate your time and partnership. Should you have any additional questions or have any needed points of clarification, please do not hesitate to contact me directly at (814) 330-3832 or via email at anthony.pellegrino@viapath.com.

Sincerely,

Anthony J. Pellegrino Jr.
Vice President of Mid-Atlantic Sales

Global Tel*Link
900 Western America Cir
Suite 300
Mobile, AL 36609

493542

11-24/1210

April 06 2026

USD $ 325,000.00***

PAY *** Three Hundred Twenty Five Thousand and 00/100 US Dollar

TO THE
Rensselaer Co Ny
4000 Main Street
Troy, NY 12180
USA

⑈493542⑈ ⑆021203824⑆ 960005084 8⑈

Check 493542

Vendor : V000002894, Rensselaer Co Ny

Invoice number	Currency	Invoice date	Gross amount	Cash discount	Payment amount
Tablet Tech Gr	USD	4/6/2026	325,000.00	0.00	325,000.00
Total					325,000.00

Vendor payment Tablet Tech Grant

PAYMENT DATE
04/21/2026

COLLECTION STATION
Finance_01

RECEIVED FROM
GLOBAL TEL*LINK

DESCRIPTION
SHERIFF

Rensselaer County
County Office Building
99 Troy Road
Troy, NY 12180

BATCH NO.
2026-04000681

RECEIPT NO.
2026-00002892

CASHIER
Matthew Hessney

ENTRY DATE
04/21/2026 02:36:38 PM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
F-A.80	TD General Account SHERIFF - INMATE TELEPHONE TECH GRANT A.3150.15251.GTLC Jail Telephone Commission Tablet Tech Gran $325,000.00	$325,000.00

Payments:

Type	Detail	Amount
Check	493542	$325,000.00

Total Cash	**$0.00**
Total Check	**$325,000.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$325,000.00**
Change	**$0.00**
Total Received	**$325,000.00**

Total Amount: **$325,000.00**

Customer Copy

RENSSELAER COUNTY SHERIFF'S OFFICE

4000 Main Street Troy, New York 12180
www.renscosheriff.com

Office: (518) 266-1900
Fax: (518) 270-5447

"Serving the Citizens of Rensselaer County Since 1791"

SHERIFF
KYLE BOURGAULT

UNDERSHERIFF
MICHAEL C. DINARDO

To: Bureau of Finance

From: Daniel J. Carroll

Re: Deposit

Date: 4/20/26

Please find enclosed check for Technology Grant.

From:	ViaPath Technologies/Global Tel Link
Check#:	493542
Amount:	$325,000.00
Acct to be credited:	A.3150.15251.GTLC

Thank you for your assistance. Please contact me at 266-2911 with any questions.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/22

RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDS FROM NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/93/23 authorized the acceptance of a grant award from New York State Office of Indigent Legal Services ("ILS") Upstate Family Defense 2 – Contract Number C2NDUFD38, in the amount of $743,172.24 for the period from January 1, 2023 through December 31, 2025; and

WHEREAS, Resolution G/429/25 authorized the extension of the grant for the term of January 1, 2026 through December 31, 2028; and

WHEREAS, ILS has increased the total award amount of the contract to $1,493,172.24; and

WHEREAS, This Resolution will increase the 2026 Rensselaer County Adopted Budget by $750,000.00 for the Office of the Public Defender, the Office of the Conflict Defender and the Office of the Public Administrator; and

WHEREAS, All purchases, made under this grant, will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
Upstate Family Defense 2			
A.1175.30250 UFD.2026.30250			
Indigent Legal Services	$488,618.00	$789,099.00	$1,277,717.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
PUBLIC DEFENDER			
A.1170.01007 UFD.2026.PD 01007			
Assistant Public Defender	$107,114.00	$ 9,859.00	$116,973.00
A.1170.01007 UFD.2026.PD 01007			
On-Call Attorney Stipends	$ 23,000.00	$ 70,000.00	$ 93,000.00
A.1170.01007 UFD.2026.PD 01007			
Support Staff Stipend	$ 4,516.00	$ 10,484.00	$ 15,000.00
A.1170.01007 UFD.2026.PD 01007			
Criminal Attorney Stipend	$ 3,168.00	$ 11,832.00	$ 15,000.00
A.1170.01007 UFD.2026.PD 01007			
Staff Retention Stipends	$ 0.00	$ 199,500.00	$199,500.00
A.1170.01007 UFD.2026.PD 01007			
Grant Manager Stipend	$ 0.00	$ 30,000.00	$ 30,000.00
A.1170.04420 UFD.2026.PD 04420			
Maintenance	$ 3,000.00	$ 18,816.00	$ 21,816.00
A.1170.04560 UFD.2026.PD 04560			
Training	$ 9,000.00	$ 0.00	$ 9,000.00
A.1170.04900 UFD.2026.PD 04900			
Professional Services	$ 15,000.00	$ 0.00	$ 15,000.00
A.1170.08008 UFD.2026.PD 08008			
Employee Benefits	$ 93,052.00	$ 30,174.00	$123,226.00
CONFLICT DEFENDER			
A.1174.01007 UFD.2026.CD 01007			
Assistant Conflict Defender	$107,114.00	$ 9,859.00	$116,973.00
A.1174.01007 UFD.2026.CD 01007			
On-Call Attorney Stipends	$ 2,000.00	$ 61,000.00	$ 63,000.00
A.1174.01007 UFD.2026.CD 01007			
Support Staff Stipends	$ 7,118.00	$ 37,882.00	$ 45,000.00
A.1174.01007 UFD.2026.CD 01007			
Criminal Attorney Stipend	$ 2,590.00	$ 12,410.00	$ 15,000.00
A.1174.01007 UFD.2026.CD 01007			
Conflict Defender Stipend	$ 0.00	$ 15,000.00	$ 15,000.00
A.1174.01007 UFD.2026.CD 01007			
Staff Retention Stipends	$ 0.00	$ 120,000.00	$120,000.00
A.1174.04420 UFD.2026.CD 04420			
Maintenance	$ 2,000.00	$ 5,665.00	$ 7,665.00
A.1174.04550 UFD.2026.CD 04550			
Office Supplies	$ 1,079.00	$ 1,450.00	$ 2,529.00

2026 GENERAL FUND APPROPRIATIONS (continued)

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.1174.04560 UFD.2026.CD 04560			
Training	$ 5,180.00	$ 6,000.00	$ 11,180.00
A.1174.04900 UFD.2026.CD 04900			
Professional Services	$ 11,413.00	$ 7,679.00	$ 19,092.00
A.1174.08008 UFD.2026.CD 08008			
Employee Benefits	$ 73,726.00	$ 27,003.00	$100,729.00
PUBLIC ADMINISTRATOR			
A.1175.01007 UFD.2026.PA 01007			
Admin. Assistant Stipend	$ 5,100.00	$ 10,979.00	$ 16,079.00
A.1175.01007 UFD.2026.PA 01007			
AC Administrator Stipend	$ 0.00	$ 30,909.00	$ 30,909.00
A.1175.04560 UFD.2026.PA 04560			
Training	$ 3,000.00	$ 9,011.00	$ 12,011.00
A.1175.04900 UFD.2026.PA 04900			
Professional Services	$ 3,000.00	$ 29,137.00	$ 32,137.00
A.1175.04907 UFD.2026.PA 04907			
Special Counsel	$ 5,000.00	$ 17,500.00	$ 22,500.00
A.1175.08008 UFD.2026.PA 08008			
Employee Benefits	$ 2,448.00	$ 6,950.00	$ 9,398.00
TOTAL:	$488,618.00	$ 789,099.00	$1,277,717.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution: X P Resolution:_____

Title of Legislation: Resolution Amending the 2026 Rensselaer County Adopted Budgets - Public Defender, Conflict Defender and Public Administrator

Requested by: Public Defender, Conflict Defender and Public Administrator

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 789,099.00 current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Funding is from the New York State Office of Indigent Legal Services

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 789,099.00 and length of time state funding is available through December 31, 2028. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 0.00 and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes X No _____

4) Length of expense or project (one time only, ongoing, etc.): Funding is through December 31, 2028

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a request to amend the Fiscal Year 2026 budget owing to NYS Office of Indigent Legal Services extending the contract to December 31, 2028 and providing additional increase in funding of $750,000.00 for Years 2026, 2027, and 2028 on the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction grant award, so funds can be expended.

Department Head

John Turi, Sandra McCarthy, and Joel Abelove

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 - 1350200 CONTRACT NUMBER: C2NDUFD38 CONTRACT TYPE (select one): ☑ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR NAME: Rensselaer, County of	TRANSACTION TYPE: ☐ New ☐ Renewal (list periods): ☑ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 14-6002569	PROJECT NAME: Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: Office of the Rensselaer County Attorney 99 Troy Road 4th Floor East Greenbush, NY 12061 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Rensselaer County Bureau of Finance 99 Troy Road 4th Floor East Greenbush, NY 12061 CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: 380100000000 ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: January 1, 2023 To: December 31, 2025

AMENDED TERM:

From: January 1, 2023 To: December 31, 2028

CONTRACT FUNDING AMOUNT
(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):

CURRENT: $ 743,172.24

AMENDED: $ 1,493,172.24

FUNDING SOURCE(S)

- [x] State
- [ ] Federal
- [ ] Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- [ ] Appendix A
- [ ] Attachment A:
  - [ ] A-1 Agency Specific Terms and Conditions
  - [ ] A-2 Program Specific Terms and Conditions
  - [ ] A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- [x] Attachment B:
  - [ ] B-1 Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [ ] B-4 Net Deficit Budget
  - [x] B-1(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
  - [ ] B-4(A) Net Deficit Budget (Amendment)
- [x] Attachment C: Work Plan
- [ ] Attachment D: Payment and Reporting
- [ ] Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Rensselaer, County of

By:_____

_____
Printed Name

Title:_____

Date:_____

STATE AGENCY:

NYS Office of Indigent Legal Services

By:_____

Patricia J. Warth
Printed Name

Title: Director - Office of Indigent Legal Services

Date:_____

STATE OF NEW YORK

County of_____

On the ___ day of _____, _____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

STATE COMPTROLLER'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

Attachment B-1(A) Expenditure Based Budget (Amendment)
NYS Office of Indigent Legal Services
REQUEST FOR BUDGET MODIFICATION/REVISION

SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY IMPROVEMENT AND CASELOAD REDUCTION

COUNTY OF RENSSELAER

Current Contract Term: January 1, 2023 - December 31, 2025
AMENDED Contract Term: January 1, 2023 - December 31, 2028

Current Contract Amount: Contract Amount: $743,172.24
AMENDED Contract Amount: $1,493,172.24

Budget Expenditure Item	Year 1 1/1/2023 - 12/31/2023	*Year 1 Revised Budget*	Year 2 1/1/2024 - 12/31/2024	*Year 2 Revised Budget*	Year 3 1/1/2025 - 12/31/2025	*Year 3 Revised Budget*	Year 4 1/1/2026 - 12/31/2026	Year 5 1/1/2027 - 12/31/2027	Year 6 1/1/2028 - 12/31/2028
Personnel:									
~~(PT) Social Worker/Case Manager - Salary~~									
Family Court Attorney (PT to FT) - Salary Increase	$35,000.00	$0.00	$35,700.00	$0.00	$36,414.00	$0.00	$37,851.02	$38,986.55	$40,135.15
~~(PT) Social Worker/Case Manager - Fringe~~									
Family Court Attorney (PT to FT) - Fringe Increase	$16,800.00	$0.00	$17,136.00	$0.00	$17,478.72	$0.00	$15,897.43	$16,374.35	$16,856.77
Attorney Stipends (Early Intervention)	$31,000.00	$15,000.00	$31,000.00	$26,000.00	$31,000.00	$29,000.00	$31,000.00	$31,000.00	$31,000.00
Attorney Stipends (Early Intervention) - Fringe	$14,880.00	$2,553.34	$14,880.00	$4,712.00	$14,880.00	$5,852.50	$7,021.50	$7,021.50	$7,021.50
~~Support Staff~~ Data Management Stipend	$5,000.00	$1,926.00	$5,100.00	$5,007.60	$5,202.00	$3,852.00	$5,000.00	$5,000.00	$5,000.00
~~Support Staff~~ Data Management Stipend - Fringe	$2,400.00	$303.66	$2,448.00	$848.79	$2,496.96	$730.20	$1,132.50	$1,132.50	$1,132.50
Criminal Attorney Support Stipend	$5,000.00	$2,696.40	$5,100.00	$4,622.40	$5,202.00	$4,815.00	$5,000.00	$5,000.00	$5,000.00
Criminal Attorney Support Stipend - Fringe	$2,400.00	$554.11	$2,448.00	$1,030.40	$2,496.96	$1,107.83	$1,132.50	$1,132.50	$1,132.50
Family Court Staff Retention Stipends	$0.00	$0.00		$0.00		$0.00	$66,500.00	$66,500.00	$66,500.00
Family Court Staff Retention Stipends - Fringe	$0.00	$0.00		$0.00		$0.00	$13,177.75	$13,177.75	$13,177.75
Grants Manager Stipend	$0.00	$0.00		$0.00		$0.00	$10,000.00	$10,000.00	$10,000.00
Grants Manager Stipend - Fringe	$0.00	$0.00		$0.00		$0.00	$2,025.00	$2,285.00	$2,395.00
Subtotal Personnel	**$112,480.00**	**$23,033.51**	**$113,812.00**	**$42,221.19**	**$115,170.64**	**$45,357.53**	**$195,737.70**	**$197,610.15**	**$199,351.17**
Experts/Expert Evaluations/Forensic Testing/ Social Workers/Interpreters/Investigators/ Process Servers/Other Experts	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$5,000.00	$5,000.00
Subtotal Contracted/Consultant	**$5,000.00**	**$0.00**	**$5,000.00**	**$0.00**	**$5,000.00**	**$0.00**	**$5,000.00**	**$5,000.00**	**$5,000.00**
OTPS:									
Training/CLEs/Convenings	$3,000.00	$0.00	$3,000.00	$0.00	$3,000.00	$0.00	$3,000.00	$3,000.00	$3,000.00
Case Management System - Upgrades/User Licenses	$1,000.00	$0.00	$1,000.00	$0.00	$0.00		$7,272.00	$7,272.00	$7,272.00
Subtotal OTPS	**$4,000.00**	**$0.00**	**$4,000.00**	**$0.00**	**$3,000.00**	**$0.00**	**$10,272.00**	**$10,272.00**	**$10,272.00**
Public Defender Office - TOTAL	**$121,480.00**	**$23,033.51**	**$122,812.00**	**$42,221.19**	**$123,170.64**	**$45,357.53**	**$211,009.70**	**$212,882.15**	**$214,623.17**
CONFLICT DEFENDER'S OFFICE									
Personnel:									
(PT) ~~Social Worker/Case Manager~~ Assistant Conflict Defender - Partial Salary **Sept. 2025 Amendment**	$35,000.00	$0.00	$35,700.00	$0.00	$36,414.00	$0.00	$37,851.02	$38,986.55	$40,135.15
(PT) ~~Social Worker/Case Manager~~ Assistant Conflict Defender - Partial Fringe **Sept. 2025 Amendment**	$16,800.00	$0.00	$17,136.00	$0.00	$17,478.72	$0.00	$15,897.43	$16,374.35	$16,856.77
Attorney Stipends (Early Intervention)	$21,000.00	$13,000.00	$21,000.00	$25,000.00	$21,000.00	$23,000.00	$21,000.00	$21,000.00	$21,000.00
Attorney Stipends (Early Intervention) - Fringe	$10,080.00	$2,047.50	$10,080.00	$4,236.50	$10,080.00	$4,343.50	$4,200.00	$4,200.00	$4,200.00
(2) Support Staff Stipends **Sept. 2025 Amendment**	$5,000.00	$3,081.60	$5,100.00	$5,007.60	$5,202.00	$5,392.80	$15,000.00	$15,000.00	$15,000.00
Support Staff Stipends - Fringe	$2,400.00	$566.30	$2,448.00	$848.80	$2,496.96	$949.89	$3,000.00	$3,000.00	$3,000.00
Criminal Attorney Support Stipend	$5,000.00	$2,696.40	$5,100.00	$5,007.60	$5,202.00	$5,007.60	$5,000.00	$5,000.00	$5,000.00
Criminal Attorney Support Stipend - Fringe	$2,400.00	$554.10	$2,448.00	$1,116.88	$2,496.96	$1,194.30	$1,000.00	$1,000.00	$1,000.00
Conflict Defender Retention Stipend							$5,000.00	$5,000.00	$5,000.00
Conflict Defender Retention Stipend - Fringe							$1,000.00	$1,000.00	$1,000.00
(4) Assistant Conflict Defenders (Family Court) Retention Stipends							$40,000.00	$40,000.00	$40,000.00
(4) Assistant Conflict Defenders (Family Court) Retention Stipends - Fringe							$8,000.00	$8,000.00	$8,000.00
Subtotal Personnel	**$97,680.00**	**$21,945.90**	**$99,012.00**	**$41,217.38**	**$100,370.64**	**$39,888.09**	**$156,948.45**	**$158,560.90**	**$160,191.92**
Experts/Expert Evaluations/Forensic Testing/ Social Workers/Interpreters/Investigators/ Process Servers/Other Experts	$5,000.00	$244.35	$3,000.00	$0.00	$3,000.00	$663.51	$6,364.05	$6,364.05	$6,364.05
Subtotal Contracted/Consultant	**$5,000.00**	**$244.35**	**$3,000.00**	**$0.00**	**$3,000.00**	**$663.51**	**$6,364.05**	**$6,364.05**	**$6,364.05**
OTPS:									
Training/CLEs/Convenings	$2,000.00	$0.00	$2,000.00	$290.00	$2,000.00	$530.00	$7,180.00	$2,000.00	$2,000.00
Case Management System - Upgrades/ User Licenses	$1,000.00	$0.00	$1,000.00	$0.00	$1,000.00	$0.00	$2,767.75	$2,449.00	$2,449.00
Office Supplies / On-Call Phone Service **Sept 2025 Amendment**	$0.00	$0.00	$0.00	$0.00	$0.00	$63.34	$1,008.02	$713.32	$807.47
Subtotal OTPS	**$3,000.00**	**$0.00**	**$3,000.00**	**$290.00**	**$3,000.00**	**$593.34**	**$10,955.77**	**$5,162.32**	**$5,256.47**
Conflict Defender Office - TOTAL	**$105,680.00**	**$22,190.25**	**$105,012.00**	**$41,507.38**	**$106,370.64**	**$41,144.94**	**$174,268.27**	**$170,087.27**	**$171,812.44**
ASSIGNED COUNSEL PLAN									
Personnel:									
Support Staff Stipend	$5,000.00	$0.00	$5,100.00	$0.00	$5,202.00	$0.00	$5,202.00	$5,358.15	$5,518.90
Support Staff Stipend - Fringe	$2,400.00	$0.00	$2,448.00	$0.00	$2,496.96	$0.00	$1,040.40	$1,071.63	$1,103.78
ACP Administrator Stipend							$10,000.00	$10,300.00	$10,609.00
ACP Administrator Stipend - Fringe							$2,000.00	$2,060.00	$2,121.80
Subtotal Personnel	**$7,400.00**		**$7,548.00**		**$7,698.96**		**$18,242.40**	**$18,789.78**	**$19,353.48**
Experts/Expert Evaluations/Forensic Testing/ Social Workers/Interpreters/Investigators/ Process Servers/Other Experts	$5,000.00	$0.00	$3,000.00	$0.00	$3,000.00	$0.00	$11,528.87	$10,000.00	$10,609.00
~~Attorney Fees (Early Intervention /Criminal Attorney Consultant)~~ Attorney Stipends Investigation Representation	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$7,500.00	$7,500.00	$7,500.00
Subtotal Contracted/Consultant	**$10,000.00**		**$8,000.00**		**$8,000.00**		**$19,028.87**	**$17,500.00**	**$18,109.00**
OTPS:									
Training/CLEs/Convenings	$3,000.00	$0.00	$3,000.00	$0.00	$3,000.00	$0.00	$4,000.00	$4,000.00	$4,010.91
Subtotal OTPS	**$3,000.00**	**$0.00**	**$3,000.00**	**$0.00**	**$3,000.00**	**$0.00**	**$4,000.00**	**$4,000.00**	**$4,010.91**
Assigned Counsel Plan - TOTAL	**$20,400.00**	**$0.00**	**$18,548.00**	**$0.00**	**$18,698.96**	**$0.00**	**$41,271.27**	**$40,289.78**	**$41,473.39**
TOTAL	**$247,560.00**	**$45,223.76**	**$246,372.00**	**$83,728.57**	**$248,240.24**	**$86,502.47**	**$426,549.24**	**$423,259.20**	**$427,909.00**
THREE-YEAR TOTAL	**$215,454.80**						**$1,277,717.44**		
AMENDED CONTRACT TOTAL	**$1,493,172.24**								

Explanation: Because of the critical importance of this funding to improve the quality of legal representation provided to parents and adult caregivers in Family Court matters under County Law Article 18-B, and the increased State appropriations for this program, this contract is extended for three additional years, for a new contract total of $1,493,172.24. The three-year extension with ongoing funding will continue and maintain the positions and programs funded in the original term of this contract, as well as new positions and programs. See the Amended Work Plan for details.

ATTACHMENT C

WORK PLAN (AMENDED)

OFFICE OF INDIGENT LEGAL SERVICES

SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY IMPROVEMENT & CASELOAD REDUCTION

January 1, 2023 – December 31, 2025
AMENDED TERM: JANUARY 1, 2023 – DECEMBER 31, 2028

COUNTY OF RENSSELAER

Goal: Improve the quality of representation provided to ~~parents~~ clients in ~~child welfare~~ Family Court matters by making funding available to implement an early intervention, multi-disciplinary approach to representation via enhanced access to non-attorney professionals and attorney compensation for representing parents during the child welfare investigation stage.

RENSSELAER PUBLIC DEFENDER OFFICE

Task #1

Provide the funding for increased salary and fringe benefits ~~for a part-time Social Worker/Case Manager to provide an independent assessment of clients' social services needs in child welfare matters, and where appropriate, to connect clients to available community resources, thereby improving the quality of representation provided and reducing instances in which a client's child is removed from the home.~~ needed to transition a part-time attorney to full-time. The county's portion of the salary is $60,482 and of the fringe is $16,300 for 2026. The position would primarily provide representation to clients in Family Court matters and would also be responsible for Emerging Adult Court, which is held one morning per week. The transition to full-time will reduce Family Court caseloads and, as a result, improve the quality of representation provided to clients.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #2

Provide funding for Public Defender Office attorneys to be on-call to respond to questions from and, where appropriate provide representation to, parents who are facing a child welfare investigation. Attorneys will receive $1,000 per week to be on-call.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #3

Provide funding for a $5,000 annual stipend and associated fringe for Public Defender Office's ~~administrative~~ staff member for the increased work associated data reporting with this program, ~~including establishing the on-call schedule and tracking calls;~~ and a $5,000 annual stipend and associated fringe for a Public Defender Office attorney with criminal defense expertise to advise on ~~child welfare~~ Family Court cases in which the client is potentially or actually facing criminal prosecution and where appropriate, provide pre-charge representation on the criminal matter.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #4

Provide funding for retention stipends and associated fringe for Public Defender Office's Family Court attorneys and staff. These stipends will help to retain longstanding, experienced Family Court attorneys and staff in the Public Defender's Office.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #~~4~~ 5

Provide funding for a stipend and associated fringe for Public Defender Office's Grants Manager for the increased work preparing claims for reimbursement associated with this program for all three providers – the Public Defender's Office, Conflict Defender's Office, and Assigned Counsel Program.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #~~5~~ 6

~~Provide funding for the Public Defender Office to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as hair follicle testing), social workers, interpreters, investigators, and process servers. These non-attorney professionals will be paid an hourly rate of $50 to $750, depending~~

~~on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to $3,000 per case. Funding may also be used for transcripts, at up to $5.25 per page. Costs include associated travel and mileage expenses, at the IRS rates.~~

Provide funding for specialized and evaluative services in Family Court matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to $800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to $3,000 per case. Expenses include associated travel and mileage; mileage will be reimbursed at the standard IRS mileage rates. Funds may also be used for transcription services of up to $5.25 per page. The Assigned Counsel Program (ACP) Administrator may approve a higher rate when necessary to ensure access to qualified services. This funding cannot be used for court-ordered evaluations or program participation.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #~~5~~ 7

Provide funding for operational and incidental expenses, including staff participation in trainings/CLEs/convenings (registration and travel expenses) relating to Family Court representation, and the costs of remote access upgrades and user licenses for the Public Defender Office's case management system for Family Court staff.

Program Location:

- Office of the Public Defender, Rensselaer County

RENSSELAER CONFLICT DEFENDER OFFICE

Task #~~6~~ 8

Provide the partial salary and fringe benefits for a part-time ~~Social Worker/Case Manager~~ Assistant Conflict Defender position ~~to provide an independent assessment of clients' social services needs in child welfare matters, and where appropriate, to connect clients to available community resources, thereby improving the quality of representation provided and reducing instances in which a client's child is removed from the home~~. The position is partially funded by ILS's Distribution 14 grant. This position was also previously partially funded by the ILS CAFA grant to represent clients at arraignment. Transitioning the position from being partially funded by the CAFA grant to being partially funded by this grant will mean that this position is no longer responsible for arraignments and is devoted primarily to Family Court representation with increased responsibility for supervision, training, and mentorship for other Family Court attorneys in the Conflict Defender's Office.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #~~7~~ 9

Provide funding for Conflict Defender Office attorneys to be on-call to respond to questions from and, where appropriate provide representation to, parents who are facing a child welfare investigation. Attorneys will receive $1,000 per week to be on-call.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #~~8~~ 10

Provide funding for ~~a $5,000 annual~~ stipends and associated fringe for Conflict Defender Office's administrative staff members for the increased work associated with this program, including establishing the on-call schedule and tracking calls; and a $5,000 annual stipend and associated fringe for a Conflict Defender Office attorney with criminal defense expertise to advise on ~~child welfare~~ Family Court cases in which the client is potentially or actually facing criminal prosecution and where appropriate, provide pre-charge representation on the criminal matter.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #11

Provide a stipend and associated fringe to the Conflict Defender for the additional work required for the program administration and implementation of this grant in the Conflict Defender's Office. Additional duties include but are not limited to overseeing the completion of data reporting by attorneys, administering community outreach efforts and development of materials for investigation representation initiatives, training staff on interdisciplinary representation, and promoting the use of specialized services in Family Court matters by the Family Court attorneys in the Conflict Defender's Office.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #12

Provide funding for retention stipends and associated fringe for four (4) Family Court Assistant Conflict Defenders. These stipends will help to retain longstanding, experienced Family Court attorneys in the Conflict Defender's Office.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #~~9~~ 13

~~Provide funding for the Conflict Defender Office to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as hair follicle testing), social workers, interpreters, investigators, and process servers. These non-attorney professionals will be paid an hourly rate of $50 to $750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to $3,000 per case. Funding may also be used for transcripts, at up to $5.25 per page. Costs include associated travel and mileage expenses, at the IRS rates.~~

Provide funding for specialized and evaluative services in Family Court matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to $800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to $3,000 per case. Expenses include associated travel and mileage; mileage will be reimbursed at the standard IRS mileage rates. Funds may also be used for transcription services of up to $5.25 per page. The Conflict Defender may approve a higher rate when necessary to ensure access to qualified services. This funding cannot be used for court-ordered evaluations or program

participation.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #~~10~~ 14

Provide funding for operational and incidental expenses, including staff participation in trainings/CLEs/convenings (registration and travel expenses) relating to Family Court representation, and the costs of remote access upgrades and user licenses for the Conflict Defender Office's case management system for Family Court staff and funding for expenses including office supplies; postage; computers; tablets; smartphones (cell phones), including the on-call cell phone, wi-fi hotspots, and any associated data plans; desk phones and associated landline charges; copies, printers, and any associated service agreements; and office furniture.

Program Location:

- Office of the Conflict Defender, Rensselaer County

RENSSELAER ASSIGNED COUNSEL PROGRAM

Task #~~11~~ 1

Provide a ~~$5,000~~ stipend and associated fringe for an Assigned Counsel Program (ACP) support staff member for the extra work associated with this program~~, including developing a schedule for the on-call program~~.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Task # 16

Provide a stipend and associated fringe to the ACP Administrator for the additional work required for the program administration and implementation of this grant in the Assigned Counsel Program. Additional duties include but are not limited to overseeing the completion of data reporting by attorneys, promoting the use of specialized services in Family Court matters by the panel attorneys, and enabling panel attorneys to attend trainings on Family Court representation utilizing the grant funding.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Task #~~13~~ 19

~~Provide funding for the Assigned Counsel Program panel attorneys to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as hair follicle testing), social workers, interpreters, investigators, and process servers. These non-attorney professionals will be paid an hourly rate of $50 to $750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to $3,000 per case. Funding may also be used for transcripts, at up to $5.25 per page. Costs include associated travel and mileage expenses, at the IRS rates.~~

Provide funding for specialized and evaluative services in Family Court matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to $800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to $3,000 per case. Expenses include associated travel and mileage; mileage will be reimbursed at the standard IRS mileage rates. Funds may also be used for transcription services of up to $5.25 per page. The Assigned Counsel Program (ACP) Administrator may approve a higher rate when necessary to ensure access to qualified services. This funding cannot be used for court-ordered evaluations or program participation.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Task #~~12~~ 17

Provide funding for Assigned Counsel Program panel attorneys to be ~~paid for representing clients in child welfare investigation matters during the investigation itself and prior to a petition being filed in Family Court, and for panel attorneys with expertise in criminal cases to be paid to consult with the child welfare matter attorney on potential or actual criminal liability for the conduct at issue in the child welfare matter. Attorneys will be paid the statutory rate, which is currently $75/hour.~~ on-call to respond to questions from and, where appropriate, provide representation to parents who are facing a child welfare investigation. The primary on-call attorney will be paid $5500 per year, and the backup attorney will be paid $2000 per year.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Task #~~14~~ 20

Provide funding for Assigned Counsel Program panel attorneys and staff to participate in

trainings/CLEs/convenings on the representation of ~~parents~~ clients in ~~child welfare~~ Family Court matters. Costs include program registration and travel expenses.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Performance Measures:

In consultation with ILS, identify key Performance Measures for the following:

1) Progress toward implementation of the specific goal(s) of the program funded under this contract.
2) Expected improvement in the quality of representation provided by attorneys in child welfare matters.

In consultation with ILS, develop a plan for collecting and reporting data on these key Performance Measures.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/24

RESOLUTION AUTHORIZING MAINTENANCE AND SERVICE CONTRACT WITH FULTON THERMAL CORP.– RENSSELAER COUNTY SEWER DISTRICT NO.1

WHEREAS, Rensselaer County Sewer District No.1 ("District") has a Fulton Thermal heater, which is subject to wear and tear for industrial rated equipment under severe conditions; and

WHEREAS, The District would like to enter into a two (2) year maintenance agreement for comprehensive maintenance of the thermal fluid heater which includes performance tune-ups 3 times a year and an annual preventative maintenance of the unit; and

WHEREAS, Fulton Thermal Corp is a sole source vendor of Fulton Thermal Heater Service, maintenance and technical support; and

WHEREAS, Being proactive, the District wishes to enter into a two year (2) service contract to prolong the life of the unit; and

WHEREAS, The District is authorized to enter into a the two year (2)contract amount of $28,785.00 with Fulton Corp., 972 Centerville Road, Pulaski, NY 13142, The funding for this expenditure has been appropriated as follows:

Vendor	**APPROPRIATION CODE**	CONTRACT AMOUNT
Fulton Corp., 972 Centerville Road, Pulaski, NY 13142	G.8130.04420	$28,785.00

; now, therefore be it

RESOLVED, That the Rensselaer County Director of the Bureau of Central Services shall be and is hereby authorized to enter into two (2) year contract with Fulton Corp. at a total cost not to exceed $28,785.00, subject to such contract being approved by the Rensselaer County Attorney as to form.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__x__ P Resolution:_____

Title of Legislation: RESOLUTION AUTHORIZING MAINTENANCE AND SERVICE CONTRACT WITH FULTON THERMAL CORP.– RENSSELAER COUNTY SEWER DISTRICT NO.1

Requested by: Sewer District

Sponsor(s): Public Works

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 14,392.50 current year
14,392.50 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): tax levy

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 14,392.50 and ongoing $ 14,392.50

   e) Other (please explain) $_____

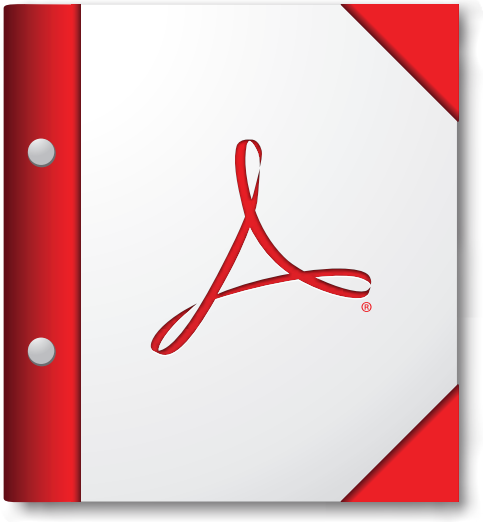
3) Is this expense or program mandated? Yes _____ No x

4) Length of expense or project (one time only, ongoing, etc.): 2 year contract

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Maintenance agreement to maintain thermal heater.

Department Head

Jason Wheeler



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Fulton Thermal Corp.
972 Centerville Road
Pulaski, NY 13142
Call: (315) 298-5121
Fax: (315) 298-7194

www.fulton.com

May 6, 2026

Re: Rensselaer County Sewer District

To Whom it May Concern:

This is to confirm that Fulton Thermal Corp. ("Fulton") of Pulaski, New York is the sole source provider of Fulton Thermal Heater service and maintenance for the Rensselaer County Sewer District and is authorized to provide Fulton Thermal Heater service and maintenance and technical support on behalf of same.

Very truly yours,

Melissa Obit

Melissa S. Obit
General Counsel

Fulton is a global manufacturer of steam, hot water and thermal fluid heat transfer systems.

Fulton VIP Club Maintenance Agreement
Date: 5/4/2026

What you get:

Three complete factory precision tune-ups and **one** annual preventative maintenance service of your Fulton Thermal fluid heater.

Technical Performance Tune-up Procedures:

- Verify combustion is within spec and modify if needed
- Verify safety functions and settings
- Inspect and document all pressures and compare to previous reports for variances
- Check for any thermal fluid leaks
- Provide a written report documenting all safety concerns and "as left" operating conditions.

Preventative Maintenance:

- Internal and external heater inspection including:
  - Burner
  - Refractory
  - Pilot
  - Combustion Fan
  - Thermal Fluid leaks
  - Thermal Fluid Test
- Set input and combustion at operating temperatures
- Test all electrical safety circuits
- Review flow circuit
- Provide basic operator training
- Provide a written report documenting all safety concerns and "as left" operating conditions.

In addition to the above listed services, we will provide you with priority emergency service 24 hours a day, 365 days a year through our emergency answering service. It is our intention to provide exceptional service to keep your system in good repair and operating condition.

Customer Name:	Rensselaer County Sewer Distract
City, State:	East Greenbush, NY
Contact Email/Phone:	Jason Wheeler jwheeler@renscony.gov
Start Date:	

MODEL #	NB #	HEATER #
FT-400-HC	10312	N/A

TERMS OF INVESTMENT (Check Selection)	
☐ **ONE YEAR**	☐ **TWO YEARS**
Investment **$14,392.50** Monthly Inv. **$1199.38**	Investment **$28,785** Monthly Inv. **$1199.38**

Please circle the month you can shut down for a Full PM:

Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec

Terms of Enrollment

This is a planned maintenance agreement provided to you by Fulton. Tune-up services complete during a weekday, at Fulton's convenience, and scheduled with customer at least one week in advance. Preventative Maintenance service will be complete during a weekend or weekday shutdown and scheduled with customer at least one month in advance. Holiday and holiday weekends are excluded. Standard preventative maintenance parts are included in pricing. No other parts are included in this agreement. Invoices for maintenance, itemizing all goods and services billed, shall be submitted to customer no later than 25th day of each month during the term of this contract. Customer shall pay each invoice within 30 days of its due date. Fulton reserves the right to invoice the customer for labor due to either: (1) being unable to perform scheduled work due to customer-imposed constraints, unless 72-hour notice is given or (2) other delays outside Fulton's control or (3) if cancelled prior to end of twelve-month period. Pricing valid for three months from presentation date. Any changes or additions to agreement must be requested within first 30 days after signing. Fulton standard warranty and terms & conditions apply.

Signature/Date: _____

- This agreement assumes all PM's will be complete during one visit. Failure to shut down for all heaters for the scheduled weekend will result in reschedule and a separate PO will be required for the additional costs and not included herein.
- Only standard PM kit parts are included in this agreement (see list below).
    - **ANNUAL PREVENTATIVE MAINTENANCE:**
- Any services or parts requested beyond scope described above will require a separate PO for services and not included herein.

If ANY service is NOT used within the calendar year – customer forfeits the service.

Signature/Date: _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements **Committee** **Date** June 9, 2026

Resolution No. G/34

RESOLUTION AUTHORIZING AN AGREEMENT FOR MOWING, LANDSCAPING, SNOWPLOWING AND SALTING SERVICES FOR 99 TROY ROAD EAST GREENBUSH NY FACILITY-BUREAU OF CENTRAL SERVICES

WHEREAS, This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Budget provides appropriations for the purchase of the mowing, landscaping, snowplowing and salting services; and

WHEREAS, Bids for mowing, landscaping, snowplowing and salting services (RFB-26-18) were solicited in accordance with County Purchasing Guidelines, and following evaluation of bids the award is recommended to the below listed vendor based upon their total bid amounts per category meeting specifications:

CONTRACT DESCRIPTION	VENDOR	ESTIMATED AMOUNT OF CONTRACT
RFB-26-18 Category 1: Mowing & Landscaping	Country Grove Contracting, LLC, 15 Glass Lake Road Averill Park, NY 12018	Category 1: $42,506.00
Category 2: Snowplowing & Salting	Citymark Striping LLC,271 3rd Street Troy, NY 12180	Category 2: On file-pricing based upon number of inches of Snow.

; and

WHEREAS, The contract period will be effective from June 1, 2026 through May 31, 2028. Bid prices shall remain frim for the entire term of the original contract. The contract may be extended for an additional two (2) one (1) year periods by mutual consent of both the County and the Vendor. Upon renewal, the Vendor may increase the bid price by the annual percent increase in the Consumer Price Index (CPI). Renewal is subject to mutual agreement of Rensselaer County and the Vendor and is based upon satisfactory performance during the previous contract period, now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign the above-referenced purchase agreement.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
June 9, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

CATEGORY 1: MOWING and LANDSCAPING SERVICES
CATEGORY 2: SNOWPLOWING and SALTING
Rensselaer County Office Building, 99 Troy Road, East Greenbush, NY 12061

Bid proposals will be received at the Bureau of Central Services, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, NY 12061, until 10:00 a.m. on Thursday, May 7, 2026, after which time all bids received will be opened and read aloud. A Mandatory Pre-Bid Site Inspection is scheduled for 10:00 a.m. on Friday, May 1, 2026, at 99 Troy Road, East Greenbush, NY 12061 and attendance will be taken. Any Bidder that has submitted a Bid and has not attended the Mandatory Pre-Bid Site Inspection will not be considered for this contract. All questions regarding this project will be addressed at the Pre-Bid Site Inspection. Bidders may respond to one (1) or both categories. All bidders must comply with the General Municipal Law, Sect. 103. This bid is subject to NYS Department of Labor Prevailing Wage Article 9, District 10, for the Mowing and Landscaping Services: Category 1. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein and re-bid, if necessary, when it appears to be in the County's best interest. Interested Bidders may obtain bid specification and bid proposal forms, on-line at https://www.rensco.com/Bids.aspx, or on BidNet Direct, Empire State Purchasing Group, https://www.bidnetdirect.com/new-york/rensselaercounty. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, NY 12061

Date: April 24, 2026
Bid No.: RFB-26-18

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:

	White	- Bid Invitation
	Blue	- Bidder Information
	Green	- Bid Specifications
(COMPLETE & RETURN) →	White	- Official Bid form
(COMPLETE & RETURN) →	White	- Certification of Compliance: Local Law #2
(COMPLETE & RETURN) →	White	- Non-Collusive Practices Statement
(COMPLETE & RETURN) →	Gold	- Official Bid Return Envelope (If Bid mailed to companies)

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.

4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)

5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.

6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

   LOCATION: Rensselaer County requires the awarded Vendor providing the service to have an office location be within a 30-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061 or that the awarded Vendor has an additional office location within a 30-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

   Acceptable forms of proof of a local office as required by this bid include, but are not limited to:
   - A fully executed lease, sublease, or written use agreement for the claimed location;
   - A property deed or utility bill in the company's name for the claimed address;
   - A certificate of occupancy, local business license, or contractor's license listing the local address;
   - An insurance certificate or other official documentation confirming the business operates at the claimed address.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**

   RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. The surety instrument shall be in the amount of Zero ($0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.

11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.

12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

    The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

    The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.

14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

    Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.

16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.

17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

    No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not by Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. CONDITIONS AND CONTINGENCIES: In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.

19. "OR EQUALS": Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc., it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.

20. ALTERNATE BIDS: Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.

21. "HOLD HARMLESS AGREEMENT" (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."

22. RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93): Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever 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..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. PREVENTION OF DELAY (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any away cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE: In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:
- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:
- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:

- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
- **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
- To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
- To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
- To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
- To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

County of Rensselaer
Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal Injury and Advertising Liability
$1,000,000	Each Occurrence
$ 500,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Rensselaer County Office Building
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer
Insurance Requirements (Cont'd)

F. Umbrella Liability

Limit of Liability (minimum limits)
$2,000,000 each occurrence / $2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

A) A description of the work and contract authorization number.

B) Reference to any special endorsements restricting standard policy coverage.

C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.

D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

INTENT

The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for mowing and landscaping services, snowplowing and salting for the Rensselaer County Office Building located at 99 Troy Road, East Greenbush, NY 12061. It is the County's intent to initiate contract(s) for Category 1: Mowing and Landscaping Services and Category 2: Snowplowing and Salting. Bidders can bid one (1) or both Categories.

ADDITIONAL BIDDING REQUIREMENTS

Questions shall be directed to:

TJ Meehan, Rensselaer County Buildings Department
Office Phone Number: (518) 270-7428

PRE-BID SITE INSPECTION: A Mandatory Pre-Bid Site Inspection has been scheduled for Friday, May 1, 2026 at 10:00 a.m. at the 99 Troy Road, East Greenbush, NY 12061 location and attendance will be recorded. Any Bidder that has submitted a Bid and has not attended the Mandatory Pre-Bid Site Inspection will not be considered for this contract. All questions regarding this project will be addressed at the Pre-Bid Site Inspection.

AWARD BASIS: The contract(s) will be awarded to the bidder submitting the lowest responsible cost bid per Category meeting specifications. The contract will be awarded to the Bidder with the lowest aggregate net total bid meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. One (1) or both categories may be bid. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

CONTRACT TERM: The contract shall be for a period of two (2) years starting on June 1, 2026 through May 31, 2028. Bid prices shall remain firm for the entire term of the original contract. The contract may be extended for an additional two (2) one (1) year periods increased by the annual percent increase in the Consumer Price Index (CPI). Renewal is subject to mutual agreement of the Vendor and Rensselaer County and is based upon satisfactory performance during previous contract periods. Rensselaer County reserves the right to request additional verification of increases wherever it deems necessary.

BID SURETY: No bid surety is required.

CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein.

SUBCONTRACTORS: The use of subcontractors is expressly prohibited in providing any of the services detailed in this bid. Any vendor that calls for the use of subcontractors will be considered a non-response. It is expected that the vendor parties possess the equipment, capability and knowledge to provide the services requested by the County.

Third Party Contracts: Rensselaer County will enter into a contract with and forward payment only to the company which submits the bid quotation and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

INSURANCE: See Page 5, #24 and Pages 6 & 7 for Insurance and Certificate Holder requirements. Upon receiving a Notice of Award from the Bureau of Central Services, Bidders have seven (7) calendar days to provide proof of insurance (Liability, Workers Compensation and Disability Insurance Coverage). If the appropriate documentation is not received the contract award will be cancelled without penalty to the County. *(It is helpful to the Bureau of Central Services if the insurance certificates are included with the Official Bid Form(s).)*

NOTICE TO PROCEED: A Notice to Proceed letter shall be issued by the Bureau of Central Services upon receipt of the insurance certificates. No work shall commence until the Notice to Proceed letter has been issued. All work shall be coordinated through the County Buildings Department. *(It is helpful to the Bureau of Central Services if the insurance certificates are included with the Official Bid Form(s).)*

NEW YORK STATE PREVAILING WAGE RATES: This project is subject to New York State Department of Labor Article 9 District 10 entitled Landscape Maintenance for Category 1 of this bid (copy included in this bid document. Awarded Contractors are reminded to periodically check the prevailing wage rates throughout the entire length of their contract and to follow instructions provided by the New York State Department of Labor. If questions, please contact the New York State Department of Labor at: labor.sm.pwask@labor.ny.gov or the Albany Office at 518-457-2744.

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources, Government Purchasing Cooperatives and other alternate sources if pricing is lower than this bid's pricing.

CERTIFICATION OF COMPLIANCE LOCAL LAW #2 AND NON-COLLUSIVE BIDDING CERTIFICATION: Local Law #2, 1992 Certification of Compliance, and the Non-Collusion Bidding Certification must be signed and submitted with the bid.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46.

QUALITY OF SERVICE: Rensselaer County Departments participating in this bid shall follow the process outlined below in reference to: incorrect orders, receipt of orders past the ten (10) calendar days, billing issues, etc. Where issues are not satisfactorily resolved within a reasonable period of time after verbal communication to the vendor, the following escalation process will be followed:

A. The Department notifies the vendor in writing and describes the problem(s).

B. If the problem(s) are not corrected, the Department again notifies the vendor in writing and describes the problem(s).

If the problem(s) are still not corrected, the Department will provide the Bureau of Central Services (via email or inter-office mail) the documentation of their communications with the vendor and the Director or Deputy Director of the Bureau of Central Services will advise the vendor – in writing – that the problem has not been corrected and must be corrected immediately or the contract with the vendor will be canceled without penalty to the County.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

TECHNICAL SPECFICIATIONS

Category 1: Mowing and Landscaping Services

The awarded Contractor shall provide an initial copy of a written inspection report outlining the schedule for mowing and landscaping services and going forward on a monthly basis be required to perform on-site assessments of the grounds for mowing and landscaping services. A copy of the written inspection report shall be emailed to the Kelly Catone, Secretary to the Superintendent of Buildings at KCatone@renscony.gov at the end of each month. If at any time the Contractor recommends additional services or the County requires additional services this information can be communicated by contacting Kelly Catone at 518-270-2702 or listing the information on the monthly schedule. The Contractor will contact Kelly Catone at 518-270-2702 to confirm they are on-site each time contracted services are performed.

Contractors are required to provide all labor, materials and equipment provided including fuels and travel costs. The costs shall be included in the bid price submitted on the Official Bid Form. This bid is subject to Prevailing Wage and Contractors are reminded to periodically check prevailing wage rates throughout the contract period.

Included but not limited to these duties are:

- Mowing of lawns surrounding the property **(this includes bagging lawn clippings);**
- Weed whacking;
- Edging and weeding – along curbs, walks, beds, edges and (if any) tree wells, shall be performed to ensure that the property at all times maintains a neat appearance;
- Trash and debris removal;
- Shrub maintenance;
- Bed maintenance;
- (Minor) Tree maintenance;
- (Minor) Pruning;
- Mulching (approximately 1 time per year);
- Seasonal clean-up (approximately 2 times per year);

As listed on the Official Bid Form, if needed, pricing for Fertilization/Weed Control, Watering and irrigation services (an outdoor underground sprinkler system is in place) is for information only and will not be included in determining the bid award.

Category 2: Snow Plowing and Salting Services

The Contractor will be reimbursed on a per snow fall basis. The National Weather Service at the Albany County Airport will determine Snow depths. Reimbursement will be determined by the following snow fall totals:

Under 2"
2" to 6"
7" to 10"
11" to 14"
15" to 20"
21" to 24"
Over 24"

- The entrance to 99 Troy Road, East Greenbush, NY 12061 (off of Route 4) and front parking area will require snow plowing and salting services, as well as, the entire back parking lot (loading dock area included) which can also be accessed via Temple Lane, East Greenbush, NY 12061.

- Snowplow(s) will make the first pass through the area after snowfall has reached a depth of **1" (one inch)**. Thereafter, as often as necessary to keep the entrance area (from Route 4) front parking lot and back parking lots cleared, opened and accessible. Salting will be done immediately after plowing.

TECHNICAL SPECFICIATIONS (Continued):

Category 2: Snow Plowing and Salting Services (Continued)

- When snowfall has stopped, the area(s) will be cleared curb to curb and if it is necessary, for all snow drifts and piles to be moved completely off all blacktop areas to grass areas (stacking will be performed at the Contractor's discretion).

- Removal of excess snow will be performed at the request of the County. Snow will be disposed of in accordance with all applicable State and Local Regulations, ordinances and anti-pollution laws, including OSHA.

- During normal business hours, the Contractor will return within one (1) hour for any icy conditions upon notification by the County Buildings Department.

- The Building is occupied by staff and visitors Monday through Friday during normal business hours (8:00 a.m. until 5:00 p.m.) and extended evening hours the second Tuesday evening of each month for Legislature Meetings

- In the event of an evening/night snowfall, parking lots will be clear by 7:00 A.M. EST.

- The Contractor will coordinate all snow/ice removal schedules with the County Buildings Department. The Contractor will contact Kelly Catone at 518-270-2702 to confirm they are on-site each time contracted services are performed.

- Salt (not sand), if required, will be applied to the parking lot area(s) and loading dock area throughout snowfall and/or icing conditions, if necessary, as needed. The Contractor will be responsible for maintaining their own salt supply off premises.

- The Contractor must respond to be on-site within one (1) hour of the request by the Buildings Department Representative.

- Contractors are required to provide all labor, materials and equipment provided including fuels and travel costs. The costs shall be included in the bid price submitted on the Official Bid Form. This bid is subject to Prevailing Wage and Contractors are reminded to periodically check prevailing wage rates throughout the contract period.

- Before and after the season, the Buildings Department Representative will conduct site inspections with the Contractor to review any damage cause by snow and/or ice removal with repair being made at the Contractor's expense.

- **The Rensselaer County Buildings Department will be responsible for the shoveling and salting of sidewalks.**

JOB DESCRIPTION Landscape Maintenance Around Buildings **DISTRICT** 10

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour: 07/01/2025

$ 21.06

Landscape maintenance work around a building, that is simple mowing, shrub trimming, etc., or clean-up type activities not associated with a construction project, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in: athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

NOTE: If the same Employee doing Article 9 landscape maintenance, also does work that is traditionally covered under Article 8 (i.e. resurfaces or grades an area, moves large amounts of topsoil, planting or removal of shrubs or trees, etc.) that work is covered under Article 8.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour: $ 2.46

OVERTIME PAY
See (B, B3) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

OFFICIAL BID FORM

RENSSELAER COUNTY:
Date of submission of bids up to and including 10:00 a.m. on Thursday, May 7, 2026, at which time all bids received will be opened and read aloud.

CATEGORY 1: MOWING & LANDSCAPING:	**WEEKLY PRICE**		**AMOUNT**
Mowing of lawns surrounding the property **(this includes bagging lawn clippings)**	$_____	x 52 =	$_____
Weed whacking	$_____	x 52 =	$_____
Edging and weeding	$_____	x 52 =	$_____
Trash and debris removal	$_____	x 52 =	$_____
Shrub maintenance	$_____	x 52 =	$_____
Bed maintenance	$_____	x 52 =	$_____
(Minor) Tree maintenance	$_____	x 52 =	$_____
(Minor) Pruning	$_____	x 52 =	$_____
	YEARLY PRICE		**AMOUNT**
Mulching – *Price Per Yard* (approx. 1x per yr)	$_____	x 1 =	$_____
Seasonal clean-up (approx 2x per yr)			
Spring	$_____	x 1 =	$_____
Fall	$_____	x 1 =	$_____
	TOTAL BID AMOUNT: (add all above)		$_____

(Price is for information only and will not be included in determining the bid award):

Fertilization/Weed Control – *Price per Treatment* $_____
Watering and irrigation services – *Price per Treatment* $_____
(outdoor underground sprinkler system in place)

- Mandatory Pre-Bid Meeting: A Mandatory Pre-Bid Site Inspection is required and will be held at 10:00 a.m., Friday, May 1, 2026 at 99 Troy Road, East Greenbush, NY 12061. Any Bidder that has submitted a bid and did not attend the Mandatory Pre-Bid Meeting will not be considered for this contract.
- New York State Prevailing Wage Article 9, District 10, Landscape Maintenance applies to Category 1 of this bid.
- A signed Certification of Compliance with Local Law #2 and a signed Non-Collusive Bidding Certification as required by law and included as provision of the Official Bid Form must accompany your response to this Request for Bid.
- CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein. No work may be conducted until the County has formally issued the "Notice to Proceed".
- See Page 8 for reference to Use of Subcontractors and Third Party Contracts.

OFFICIAL BID FORM

RENSSELAER COUNTY:
Date of submission of bids up to and including 10:00 a.m. on Thursday, May 7, 2026, at which time all bids received will be opened and read aloud.

CATEGORY 1: MOWING AND LANDSCAPING Continued:

Bidder_____ **Federal Tax ID #**_____

Address_____**City**_____**State**_____**Zip**_____

Authorized Signature_____**Print Name**_____

Date_____**Phone**_____**Fax**_____

Email:_____

OFFICIAL BID FORM

RENSSELAER COUNTY:
Date of submission of bids up to and including 10:00 a.m. on Thursday, May 7, 2026, at which time all bids received will be opened and read aloud.

CATEGORY 2: SNOW PLOWING AND SALTING:

PLOWING PRICE PER SNOW FALL	**BID AMOUNT**
Under 2"	$_____
2" to 6"	$_____
7" to 10"	$_____
11" to 14"	$_____
15" to 20"	$_____
21" to 24"	$_____
Over 24"	$_____
SALTING AFTER PLOWING PER SNOW FALL:	$_____

STACKING AND REMOVAL:

Stacking Price Per Hour	$_____
Removal Price Per Hour	$_____

The Rensselaer County Buildings Department will be responsible for the shoveling and salting of sidewalks.

- Mandatory Pre-Bid Meeting: A Mandatory Pre-Bid Site Inspection is required and will be held at 10:00 a.m., Friday, May 1, 2026 at 99 Troy Road, East Greenbush, NY 12061. Any Bidder that has submitted a bid and did not attend the Mandatory Pre-Bid Meeting will not be considered for this contract.
- A signed Certification of Compliance with Local Law #2 and a signed Non-Collusive Bidding Certification as required by law and included as provision of the Official Bid Form must accompany your response to this Request for Bid.
- CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein. No work may be conducted until the County has formally issued the "Notice to Proceed".
- See Page 8 for reference to Use of Subcontractors and Third Party Contracts.

Bidder_____ **Federal Tax ID #**_____

Address_____**City**_____**State**_____**Zip**_____

Authorized Signature_____**Print Name**_____

Date_____**Phone**_____**Fax**_____

Email:_____

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ____/____/____
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED:_____ **DATED:**_____

TITLE:_____ **FIRM:**_____

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES
COUNTY OFFICE BUILDING
99 TROY ROAD, 4th FLOOR
EAST GREENBUSH, NEW YORK 12061

NON-BIDDER RESPONSE

The Rensselaer County Bureau of Central Services is interested in the reasons why bidders fail to submit bids. By returning this form, your firm will remain on the vendor list for future bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

_____ Could not meet Scope of Services.

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Insurance requirements too restricting.

_____ Bond requirements too restricting.

_____ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)

_____ Project not suited to firm.

_____ Quantities too small.

_____ Other reasons; please explain in detail:_____

_____

_____

_____

_____

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Phone: _____ Fax:_____ E-mail:_____

THANK YOU.

OFFICIAL BID FORM

RENSSELAER COUNTY:
Date of submission of bids up to and including 10:00 a.m. on Thursday, May 7, 2026, at which time all bids received will be opened and read aloud.

CATEGORY 2: SNOW PLOWING AND SALTING:

PLOWING PRICE PER SNOW FALL	BID AMOUNT
Under 2"	$ 915.00
2" to 6"	$ 1,085.00
7" to 10"	$ 1,375.00
11" to 14"	$ 1,550.00
15" to 20"	$ 1,830.00
21" to 24"	$ 2,100.00
Over 24"	$ 2,400.00
SALTING AFTER PLOWING PER SNOW FALL:	$ 1,000.00

STACKING AND REMOVAL:

Stacking Price Per Hour	$ 250.00
Removal Price Per Hour	$ 375.00

The Rensselaer County Buildings Department will be responsible for the shoveling and salting of sidewalks.

- Mandatory Pre-Bid Meeting: A Mandatory Pre-Bid Site Inspection is required and will be held at 10:00 a.m., Friday, May 1, 2026 at 99 Troy Road, East Greenbush, NY 12061. Any Bidder that has submitted a bid and did not attend the Mandatory Pre-Bid Meeting will not be considered for this contract.
- A signed Certification of Compliance with Local Law #2 and a signed Non-Collusive Bidding Certification as required by law and included as provision of the Official Bid Form must accompany your response to this Request for Bid.
- CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein. No work may be conducted until the County has formally issued the "Notice to Proceed".
- See Page 8 for reference to Use of Subcontractors and Third Party Contracts.

Bidder CITYMARK STRIPING LLC **Federal Tax ID #** 27-1275408

Address 271 3rd St **City** Troy **State** NY **Zip** 12180

Authorized Signature _____ **Print Name** Vanessa Mosher

Date 5/6/2026 **Phone** 518-489-0676 **Fax** 518-489-0688

Email: vanessa@citymarkstriping.com

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Citymark Striping LLC
(Name of Vendor/Company)

Vanessa Mosher, President
(Person authorized to sign & Title)

271 3rd St
(Street or Box Number)

Troy, NY 12180
(City, State, Zip Code)

(Authorized Signature)

5 / 6 / 2026
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(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 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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED: _____ DATED: 5/6/2026

TITLE: President FIRM: Citymark Striping LLC

SUBMIT THIS FORM WITH YOUR BID

OFFICIAL BID FORM

RENSSELAER COUNTY:
Date of submission of bids up to and including 10:00 a.m. on Thursday, May 7, 2026, at which time all bids received will be opened and read aloud.

CATEGORY 1: MOWING & LANDSCAPING:	WEEKLY PRICE		AMOUNT
Mowing of lawns surrounding the property **(this includes bagging lawn clippings)**	$ 250	x 52 =	$ 13000
Weed whacking	$ 79	x 52 =	$ 4108
Edging and weeding	$ 79	x 52 =	$ 4108
Trash and debris removal	$ 79	x 52 =	$ 4108
Shrub maintenance	$ 79	x 52 =	$ 4108
Bed maintenance	$ 79	x 52 =	$ 4108
(Minor) Tree maintenance	$ 79	x 52 =	$ 4108
(Minor) Pruning	$ 79	x 52 =	$ 4108
	YEARLY PRICE		**AMOUNT**
Mulching – *Price Per Yard* (approx. 1x per yr)	$ 250	x 1 =	$ 250
Seasonal clean-up (approx 2x per yr)			
Spring	$ 250	x 1 =	$ 250
Fall	$ 250	x 1 =	$ 250
TOTAL BID AMOUNT: (add all above)			$ ~~28,756~~ OK 41,756 42,506.00

(Price is for information only and will not be included in determining the bid award):

Fertilization/Weed Control – *Price per Treatment* $ NA
Watering and irrigation services – *Price per Treatment* $ NA
(outdoor underground sprinkler system in place)

- Mandatory Pre-Bid Meeting: A Mandatory Pre-Bid Site Inspection is required and will be held at 10:00 a.m., Friday, May 1, 2026 at 99 Troy Road, East Greenbush, NY 12061. Any Bidder that has submitted a bid and did not attend the Mandatory Pre-Bid Meeting will not be considered for this contract.
- New York State Prevailing Wage Article 9, District 10, Landscape Maintenance applies to Category 1 of this bid.
- A signed Certification of Compliance with Local Law #2 and a signed Non-Collusive Bidding Certification as required by law and included as provision of the Official Bid Form must accompany your response to this Request for Bid.
- CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein. No work may be conducted until the County has formally issued the "Notice to Proceed".
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OFFICIAL BID FORM

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Date of submission of bids up to and including 10:00 a.m. on Thursday, May 7, 2026, at which time all bids received will be opened and read aloud.

CATEGORY 1: MOWING AND LANDSCAPING Continued:

Bidder Country Grove Contracting LLC **Federal Tax ID #** 27-310-1145

Address 15 Glass Lake Rd **City** Averill Park **State** NY **Zip** 12018

Authorized Signature [signature] **Print Name** Daniel Hausler

Date 5/2/26 **Phone** 518-857-4772 **Fax** _____

Email: anh01296@aol.com

OFFICIAL BID FORM

RENSSELAER COUNTY:
Date of submission of bids up to and including 10:00 a.m. on Thursday, May 7, 2026, at which time all bids received will be opened and read aloud.

CATEGORY 2: SNOW PLOWING AND SALTING:

PLOWING PRICE PER SNOW FALL	BID AMOUNT
Under 2"	$ 750
2" to 6"	$ 1100
7" to 10"	$ 1500
11" to 14"	$ 1900
15" to 20"	$ 2000
21" to 24"	$ 2100
Over 24"	$ 2400
SALTING AFTER PLOWING PER SNOW FALL:	$ 750

STACKING AND REMOVAL:

Stacking Price Per Hour	$ 200
Removal Price Per Hour	$ 200

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Bidder Country Grove Contracting LLC. **Federal Tax ID #** 27-310-1145

Address 15 Glass Lake Rd **City** Averill Park **State** NY. **Zip** 12018

Authorized Signature Daniel Hausler **Print Name** Daniel Hausler

Date 5/2/26 **Phone** 518-857-4772 **Fax**

Email: Anh01296@aol.com

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- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Country Grove Contracting LLC.
(Name of Vendor/Company)

Daniel Hausler/owner-pres
(Person authorized to sign & Title)

15 Glass Lake Rd.
(Street or Box Number)

Averill Park N.Y. 12018
(City, State, Zip Code)

(Authorized Signature)

5/2/26
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

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(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

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(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 been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(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.

SIGNED: _____ DATED: 5/2/26

TITLE: owner/pres. FIRM: Country Grove Contracting LLC

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

BID TABULATION

'26 MAY 7 10:00AM

BID NO.: RFB-26-18

DESCRIPTION: Mowing, Landscaping, Snowplowing & Salting - 99 Troy Road Facility

OPENING DATE: Thursday, 5/7/26

TIME: 10:00 a.m.

VENDOR	LOCAL LAW #2	NON COLLUSIVE	AMOUNT OF BID	
			CATEGORY 1 Mowing, Landscaping	CATEGORY 2 Snowplowing & Salting
Country Grove Contracting	✓	✓*	~~$41,756.00~~	$ ON file
CityMark Striping	✓	✓	$ No Bid	$ ON file
*Corrected Total: $42,506.00				

RENSSELAER COUNTY GOVERNMENT CENTER
99 TROY ROAD, EAST GREENBUSH, NEW YORK 12061

RFB-26-18 Mowing, Landscaping, Snowplowing and Salting
Rensselaer County Facility - 99 Troy Road
Pre-Bid Site Inspection Attendance Sheet
Friday, May 1, 2026 at 10:00 a.m.

Company	Address	Representative	Phone #	Fax # or Email
1. Country Grove Contracting	15 Glass Lake rd Averill Park NY 12018	Dan Hausler Tylor Hausler	518 928 9127 518 8574772	ANH01296@gmail.com Tylerhausler032@gmail.com
2. Citymark striping	271 3rd St Troy NY 12180	Vanessa Mosher	5183370264	vanessa@citymarkstriping.com
3.				
4.				
5.				

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution: X P Resolution:_____

Title of Legislation: Resolution Authorizing An Agreement for Mowing Landscaping Snowplowing and Salting Services for 99 Troy Road East Greenbush NY Facility-Bureau of Central Services

Requested by: Bureau of Central Services/Buildings Department

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 42,506 Category 1 Bid Total
*Category 2 on file-pricing based upon number of inches of snow.

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____and length of time state funding is available Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact $ 42,506 Total of Bid Category 1
   $ Category 2 on file-pricing based upon number of inches of snow.

   e) Other (please explain):

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): Ongoing RFB 26-18

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Bids were gathered for best pricing seasonal mowing, landscaping, snowplowing, and salting services of the 99 Troy Road East Greenbush facility.

James R. Gordon, Director Bureau of Central Services

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements **Committee** **Date**

Resolution No. G/35

RESOLUTION AMENDING RESOLUTION G/208/26 AUTHORIZING THE PURCHASE OF ONE (1) 2026 CHEVROLET SILVERADO 1500 EMERGENCY RESPONSE VEHICLE - BUREAU OF PUBLIC SAFETY

WHEREAS, This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/208/26 was duly adopted by the Rensselaer County Legislature authorizing the purchase of one (1) 2026 Chevrolet Silverado 1500 Emergency Response Vehicle for the Bureau of Public Safety; and

WHEREAS, Subsequent review revealed that the successful vendor identified in Resolution G/208/26 was inadvertently listed as G&S Auto Group d/b/a Mohawk Chevrolet, 639 State Route 67, Ballston Spa, NY 12020; and

WHEREAS, The vendor awarded the purchase through New York State Contract No. PC69382 and OGS Mini-bid No. 23166-26-BPS-02 was in fact Depaula Chevrolet, 785 Central Ave, Albany NY 12206; and

WHEREAS, The funding source, vehicle specifications, contract number, and all other terms and conditions authorized by Resolution G/208/26 remain unchanged; and

WHEREAS, It is necessary to amend Resolution G/208/26 to accurately reflect the correct vendor information; and

WHEREAS, The purchase description, vendor, source of funding of the same, the total amount to be expended shall not exceed budgeted appropriations are as follows:

DESCRIPTION	**VENDOR**	**APPROPRIATION CODE**	**AMOUNT**
Emergency Response Vehicle	DePaula Chevrolet 785 Central Ave Albany NY 12206	A.3640.02300	$ 55,021.53

; now, therefore be it

RESOLVED, that Resolution G/208/26 is hereby amended to replace all references to G&H Auto Group d/b/a Mohawk Chevrolet, 639 State Route 67, Ballston Spa New York 12020 with DePaula Chevrolet, 785 Central Avenue, Albany New York 12206; and, be it further

RESOLVED, That the Director of the Bureau of Central Services, is authorized to sign for the above purchases.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:X_____ P Resolution:_____

Title of Legislation:RESOLUTION AMENDING RESOLUTION G/208/26 AUTHORIZING THE PURCHASE OF ONE (1) 2026 CHEVROLET SILVERADO 1500 EMERGENCY RESPONSE VEHICLE - BUREAU OF P(

Requested by:Bureau of Public Safety

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$55,021.53 current year
TBD ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):Tax Levy

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $55,021.53 and ongoing $TBD

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.):ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:Wrong vendor was selected and this resolution will allow the Bureau to purchase the vehicle from the correct vendor.

Department Head

J. Wilson.

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

	Part A: Mini-Bid and Contractor Information	
1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**26-BPS02**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part B of this form has been left blank.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part C of this form has been completed.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	Depaula Chevrolet LLC
2.2	OGS Contract Number (e.g., PC12345)	PC69234
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1616459
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000006897
3.0	**Primary Contact Information**	
3.1	Contact Name	Bill Magee
3.2	Contact Email	wmagee@depaula.com
3.3	Contact Phone (1)	518-788-6851
3.4	Contact Phone (2)	518-489-5551 x270
4.0	**Secondary Contact Information**	
4.1	Contact Name	
4.2	Contact Email	
4.3	Contact Phone (1)	
4.4	Contact Phone (2)	

	Part B: Vehicle(s) Built to Specifications offered for Mini-Bid	
1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type *[click on yellow box and use drop-down menu]*	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	**Additional Information (Built to Spec)**	**Bidder**

3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".

4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	**NYS Base MSRP**	
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$0.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$0.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**Enter Pricing**

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* (*Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*	No, deviations are identified in Section C-2 of this form.
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]*	Yes
2.0	**Additional Information (Pre-Existing)**	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	We would have spray in liner and steps installed on the truck, In the aftermarket pricing, there is an option to add on BFGoodrich All-Terrain T/A K03 tires	

3.0	Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	$41,500.00	5.00	$39,425.00	$1,500.00	$40,925.00
001	2026	Chevrolet	1500 RST	CK10543	Summit White	Jet Black	Cloth	4wd	Gasoline	$60,367.00	11.30	$53,545.53	$1,476.00	$55,021.53
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014														
015														

Total Price for Mini-Bid	**$55,021.53**
Total Pre-Existing Vehicles Offered	**1**

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements **Committee** **Date** May 12, 2026

Resolution No. G/208/26

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2026 CHEVROLET SILVERADO 1500 EMERGENCY RESPONSE VEHICLE - BUREAU OF PUBLIC SAFETY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Bureau of Public Safety ("Bureau") seeks Legislative approval for the purchase of one (1) new 2026 Chevrolet Silverado for use by the Bureau for emergency responses across the County; and

WHEREAS, The Bureau has budgeted funding within the 2026 Rensselaer County Adopted Budget via appropriation code A.3640.02300 (Automobile), specifically requested and approved for the purchase of an emergency response vehicle for Bureau field response; and

WHEREAS, The New York State Office of General Services Vehicle Marketplace was utilized and vendors were solicited for bids (Mini-Bid #OGS 23166-26-BPS02) and received bids for the purpose of purchasing the Chevrolet Silverado vehicle; and

WHEREAS, The purchase of this vehicle shall not exceed $56,383.63 through New York State contract number PC69382 through G&H Auto Group DBA Mohawk Chevrolet 639 State Route 67, Ballston Spa, NY 12020; and

WHEREAS, Pursuant to the County Vehicle Usage and Drivers Policy, the County Fleet Manager has reviewed and approved the Bureau's purchase request; and

WHEREAS, The name and address of the vendor, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgeted appropriations is as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Emergency Response Vehicle	Mohawk Chevrolet 639 State Route 67 Ballston Spa, NY 12020	A.3640.02300	$ 56,383.63

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services, is authorized to sign a purchase order for the above purchase.

Resolution ADOPTED by the following vote:
Ayes: 16
Nays: 0
Abstain: 0
May 12, 2026

Clerk of the Legislature

Sent to County Executive May 13, 2026

Received from County Executive May 19, 2026

Teresa Wessiman

Deputy Clerk of the Legislature

Executive Action

Approved ✓ **Date** 5/19/26

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 12th day of May, 2026 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 19th day of May, 2026, located at 99 Troy Road, East Greenbush, New York, and became effective on the 19th day of May.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 20th day of May, 2026.

Seal

Jessica L. Charette

Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

April 7, 2026

Bill Magee, Commercial
Sales Manager
DePaula Chevrolet
785 Central Avenue
Albany, New York 12206

Req# 26-BPS-02
Bid# PC69234 Group 40440
Award 23166

RE: 2026 Chevrolet Silverado 1500 Crew Cab Pickup:
Total Bid Amount: $55,021.53

Dear Mr. Magee:

This Letter of Intent will act as your authorization in lieu of a Purchase Order to place the order for the above referenced work truck from the NYSOGS Vehicle Marketplace Mini-Bid for the Rensselaer County Bureau of Public Safety.

The finalized Purchase Order will be forwarded to you at the conclusion of the Rensselaer County Legislature Meeting scheduled for May 12, 2026.

Upon delivery of the work truck to Michael Warrington, Supervisor, Rensselaer County Auto Maintenance Department, 4000 Main Street, Troy, New York 12180, Office Phone: 518-266-2941 Email Address: MWarrington@renscony.gov, please return your invoices for processing of payment to the Rensselaer County Bureau of Public Safety, 99 Troy Road, East Greenbush, N.Y. 12061, Attention: Jay Wilson, Director, Bureau of Public Safety.

Sincerely,

James R. Gordon, Director
Rensselaer County Bureau of Central Services
Rensselaer County Fleet Manager

JRG:cmm

cc: Jonathan Goebel, County Auditor
Nicholas Blais, Director, Bureau of Budget
Jay Wilson, Director, Bureau of Public Safety
Mike Warrington, Supervisor, Auto Maintenance
Account Code: A.3640.02300

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information

1.0	Mini-Bid Questions	Contractor Response
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**OGS 23166 - 26-BPS02**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part B of this form has been left blank.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part C of this form has been completed.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	Websmart Chevrolet LLC
2.2	OGS Contract Number (e.g., PC12345)	PC68967
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	82-5282222
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100217994
3.0	**Primary Contact Information**	
3.1	Contact Name	Ethan Illingworth
3.2	Contact Email	eillingworth@bobjohnsonauto.com
3.3	Contact Phone (1)	585.978.2897
3.4	Contact Phone (2)	
4.0	**Secondary Contact Information**	
4.1	Contact Name	Izaya Christopher
4.2	Contact Email	ichristopher@bobjohnsonauto.com
4.3	Contact Phone	585.880.0633

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	No, deviations are identified in Section B-3 of this form.
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type *[click on yellow box and use drop-down menu]*	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$0.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$0.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**Enter Pricing**

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

	General Questions (Pre-Existing)	Contractor Response
1.0		
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* (*Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*	Yes
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]*	
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]*	
2.0	**Additional Information (Pre-Existing)**	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
3.0	**Vehicle Price Worksheet (Pre-Existing)**	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	$41,500.00	5.00	$39,425.00	$1,500.00	$40,925.00	Yes
001	2026	Chevrolet	Silverado RST	CK10543	Summit White	Black	Leather	4WD	Gasoline	$67,214.00	12.82	$58,597.17		$58,597.17	
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Total Price for Mini-Bid	**$58,597.17**
Total Pre-Existing Vehicles Offered	**1**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

Part A: Mini-Bid and Contractor Information		
1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**26-BPS02**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part B of this form has been left blank.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part C of this form has been completed.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	MANGINO CHEVROLET
2.2	OGS Contract Number (e.g., PC12345)	PC68994
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	20-1561990
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000016576
3.0	**Primary Contact Information**	
3.1	Contact Name	RICH LADOUCEUR
3.2	Contact Email	RLADOUCEUR@MANGINO.COM
3.3	Contact Phone (1)	3157446450
3.4	Contact Phone (2)	
4.0	**Secondary Contact Information**	
4.1	Contact Name	RICH YOUNGS
4.2	Contact Email	RYOUNGS@MANGINO.COM
4.3	Contact Phone (1)	518-843-5702
4.4	Contact Phone (2)	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type *[click on yellow box and use drop-down menu]*	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	

4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	**NYS Base MSRP**	
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	

4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$0.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$0.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**Enter Pricing**

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	**General Questions (Pre-Existing)**	**Contractor Response**
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* (*Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*	Yes
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]*	Yes
2.0	**Additional Information (Pre-Existing)**	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	INSTOCK AT MOMENT	
3.0	**Vehicle Price Worksheet (Pre-Existing)**	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

INSTOCK AT MOMENT

3.0	Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	$41,500.00	5.00	$39,425.00	$1,500.00	$40,925.00
001	2026	CHEVROLET	SILVERADO RST	CK10543	WHITE	BLACK	CLOTH	4WD	GASOLINE	$64,305.00	11.85	$56,684.86		$56,684.86
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Total Price for Mini-Bid	$56,684.86
Total Pre-Existing Vehicles Offered	1

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**OGS 23166 - 26-BPS02**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part B of this form has been left blank.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part C of this form has been completed.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	G AND H AUTO GROUP DBA MOHAWK CHEVROLET
2.2	OGS Contract Number (e.g., PC12345)	PC69382
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	84-2182145
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100242414
3.0	**Primary Contact Information**	
3.1	Contact Name	DYLAN HARADEN
3.2	Contact Email	DHARADEN@MOHAWKCHEVROLET.COM
3.3	Contact Phone (1)	5189344367
3.4	Contact Phone (2)	
4.0	**Secondary Contact Information**	
4.1	Contact Name	
4.2	Contact Email	
4.3	Contact Phone	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type *[click on yellow box and use drop-down menu]*	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$0.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$0.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**Enter Pricing**

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* (*Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*	No, deviations are identified in Section C-2 of this form.
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]*	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]*	
2.0	**Additional Information (Pre-Existing)**	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	Added spray in bed liner and assist steps	
3.0	**Vehicle Price Worksheet (Pre-Existing)**	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	$41,500.00	5.00	$39,425.00	$1,500.00	$40,925.00	Yes
001	2026	Chevrolet	Silverado 1500 Crew Cab RST	CK10543	Summit White	Jet Black	Cloth	4x4	Gasoline	$64,024.00	14.05	$55,028.63	$1,355.00	$56,383.63	
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Total Price for Mini-Bid	**$56,383.63**
Total Pre-Existing Vehicles Offered	**1**