

AGREEMENT BETWEEN  
THE COUNTY OF ALBANY  
AND  
PLAZA LINEN SERVICE  
FOR RESIDENT LAUNDRY SERVICES  
AT THE ALBANY COUNTY NURSING HOME

RESOLUTION NO. 501 OF 2018 (passed November 13, 2018)

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive (on behalf of the Albany County Nursing Home), with its principal place of business at 112 State Street, Albany, New York 12207 (hereinafter called the "County"), and Plaza Linen Services, a corporation with its principal place of business located at 629 Plank Road, Clifton Park, New York 12065 (hereinafter called the "Contractor," and together with the County, may be referred to individually as a "[P]arty" and collectively as the "[P]arties").

W I T N E S S E T H:

WHEREAS, the County has a need for Laundry Services at the Albany County Nursing Home, said request having been denominated RFB #2018—070, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the "Purchasing Division") on June 21, 2018 and published on June 22, 2018 (hereinafter called the "RFB"); and

WHEREAS, in response thereto, Contractor has submitted a bid on July 10, 2018 (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid supplies as the lowest responsible bidder personal linen services on; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the services requested by the Bid through **Resolution No. 501 of 2018**, on November 13, 2018; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated herein and made a part hereof in its entirety by reference; and the Bid, which

is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).

- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

## ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 The Contractor will provide personal laundry services to the Albany County Nursing Home in an economical and efficient manner. Such laundry shall including, but is not limited to, common articles of male and female clothing.

2.2 Contractor shall provide exchange carts for each unit or area of the Nursing Home. All carts will be provided by the Contractor and will be cleaned with a detergent and disinfectant after each use. Each cart shall be cleaned and disinfected after each use following guidelines set by the Center for Disease Control (CDC).

2.3 As each cart of laundry per unit is picked up, they shall be separated and washed at the Contractor's facility: all pants, dresses and shirts will be hung up on sturdy metal hangers. All socks shall be bagged separately by each unit. After the laundry is processed, it will be delivered to the Nursing Home in the same cart that is designated to the individual Nursing Home unit.

2.4 The Contractor shall operate on a six (6) day per week (non-consecutive) schedule. The Contractor's delivery schedule shall be arrange to minimize the time soiled linen is stored in the facility, with days and times being mutually agreed upon. Should a scheduled delivery fall on a vendor-observed holiday, a mutually agreeable alternate delivery day will be arranged.

2.5 The Contractor will have in place a plan to render services in the event of a natural disaster, labor disruption, equipment/transportation failure or other event that may interrupt the agreed upon schedule of delivery.

2.5 The Contractor must process linens in accordance with the CDC guidelines for environment infection control in health care facilities, and should be familiar with the recommendations and procedures of the CDC.

## ARTICLE 3. COMPENSATION

3.1 The Contractor shall be compensated at the following rates per pound of laundry processed at the following rates:

- |                                    |             |
|------------------------------------|-------------|
| 1) Personal Laundry/Clothing       | \$ .469/lb. |
| 2) Customer Owned Cubicle Curtains | \$ .469/lb. |

3.2 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED FIVE THOUSAND, AND 00/100 DOLLARS (\$105,000.00) (US CURRENCY) as full compensation for all goods furnished under this Agreement.

#### ARTICLE 4. PAYMENT AND DELIVERY

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

#### ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2019 and continue in effect until December 31, 2019. This Agreement may be renewed for two (2) additional years, in two (2) consecutive one (1) year intervals. Renewals shall be contingent upon renewal of all terms of this Agreement; partial renewals shall not be accepted by the County.

#### ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

#### ARTICLE 7. ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

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

#### ARTICLE 8. AVAILABLE DATA

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

#### ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

#### ARTICLE 10. NON-DISCRIMINATION

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

#### ARTICLE 11. EXTRA WORK

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

#### ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

#### ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

#### ARTICLE 14. RELATIONSHIP OF THE PARTIES

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

#### ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

#### ARTICLE 16. INSURANCE COVERAGE

- 16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of

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

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

#### ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of their knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

#### ARTICLE 18. NO WAIVER OF PERFORMANCE

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

#### ARTICLE 19. ACCOUNTING RECORDS

- 19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

## ARTICLE 20. NON-APPROPRIATIONS

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

## ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

## ARTICLE 22. LICENSES

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

## ARTICLE 23. PARTIAL INVALIDITY

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

## ARTICLE 24. HEADINGS – CONSTRUCTION

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

## ARTICLE 25. NOTICES

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

## ARTICLE 26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### ARTICLE 27. PERFORMANCE BOND

The Contractor, within seven (7) days after the date of notification of the acceptance of its Bid, is required to provide security to the County in a form satisfactory to the Albany County Purchasing Agent or the Albany County Attorney. Such a security shall be equal to 100% of the successful bid, or ONE HUNDRED AND FIVE THOUSAND AND 00/100 (\$105,000.00) DOLLARS. Should the Contractor fail to do so, the Contractor shall be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County.

#### ARTICLE 28. MODIFICATION

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

#### ARTICLE 29. EXECUTION OF DOCUMENTS

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

#### ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate or lessen the Contractor's own liability. The Contractor shall execute and deliver to the County a certification statement prior to commencing any work.

#### ARTICLE 31. ENTIRE AGREEMENT

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

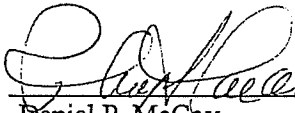
(The Rest Of This Page Left Intentionally Blank).



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

COUNTY OF ALBANY

DATED: 2/13/19

BY:   
Daniel P. McCoy  
Albany County Executive  
or  
Philip F. Calderone  
Deputy County Executive

PLAZA LINEN SERVICE

DATED: 2/4/19

BY: 

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

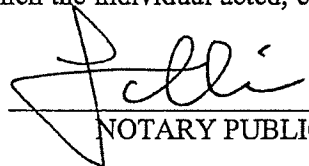
On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned, personally appeared DANIEL P. McCOY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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

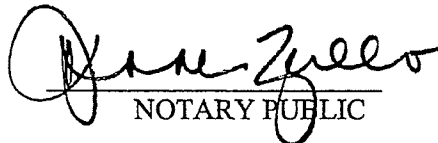
On the 13 day of February, 2019, before me, the undersigned, personally appeared PHILIP F. CALDERONE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

  
\_\_\_\_\_  
NOTARY PUBLIC

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

On the 4th day of February, 2019, before me, the undersigned, personally appeared Paul Massaroni personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

KAREN RAE ZULLO  
Notary Public, State of New York  
No. 01ZU5048976  
Qualified in Schenectady County  
My Commission Expires Sept. 5, 2021

## SCHEDULE A

### INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00

AGREEMENT BETWEEN  
THE COUNTY OF ALBANY  
AND  
PLAZA LINEN SERVICE  
FOR RESIDENT LAUNDRY SERVICES  
AT THE ALBANY COUNTY NURSING HOME

RESOLUTION NO. 464 of 2019 (passed November 12, 2019)

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive (on behalf of the Albany County Nursing Home) , with its principal place of business at 112 State Street, Albany, New York 12207 (hereinafter called the "County"), and Plaza Linen Services, a corporation with its principal place of business located at 629 Plank Road, Clifton Park, New York 12065 (hereinafter called the "Contractor," and together with the County, may be referred to individually as a "[P]arty" and collectively as the "[P]arties").

W I T N E S S E T H:

WHEREAS, the County has a need for Laundry Services at the Albany County Nursing Home, said request having been denominated RFB #2018—070, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the "Purchasing Division") on June 21, 2018 and published on June 22, 2018 (hereinafter called the "RFB"); and

WHEREAS, in response thereto, Contractor has submitted a bid on July 10, 2018 (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid supplies as the lowest responsible bidder personal linen services on; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the services requested by the Bid through Resolution No. 464 of 2019, on November 12, 2019; and

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

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

#### ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated herein and made a part hereof in its entirety by reference; and the Bid, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

#### ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.1 The Contractor will provide personal laundry services to the Shaker Place Rehabilitation and Nursing Center in an economical and efficient manner. Such laundry shall including, but is not limited to, common articles of male and female clothing.
- 2.2 Contractor shall provide exchange carts for each unit or area of the Shaker Place Rehabilitation and Nursing Center. All carts will be provided by the Contractor and will be cleaned with a detergent and disinfectant after each use. Each cart shall be cleaned and disinfected after each use following guidelines set by the Center for Disease Control (CDC).
- 2.3 As each cart of laundry per unit is picked up, they shall be separated and washed at the Contractor's facility: all pants, dresses and shirts will be hung up on sturdy metal hangers. All socks shall be bagged separately by each unit. After the laundry is processed, it will be delivered to the Nursing Home in the same cart that is designated to the individual Shaker Place unit.
- 2.4 The Contractor shall operate on a six (6) day per week (non-consecutive) schedule. The Contractor's delivery schedule shall be arrange to minimize the time soiled linen is stored in the facility, with days and times being mutually agreed upon. Should a scheduled delivery fall on a vendor-observed holiday, a mutually agreeable alternate delivery day will be arranged.
- 2.5 The Contractor will have in place a plan to render services in the event of a natural disaster, labor disruption, equipment/transportation failure or other event that may interrupt the agreed upon schedule of delivery.

2.5 The Contractor must process linens in accordance with the CDC guidelines for environment infection control in health care facilities, and should be familiar with the recommendations and procedures of the CDC.

#### ARTICLE 3. COMPENSATION

3.1 The Contractor shall be compensated at the following rates per pound of laundry processed:

- |    |                                 |             |
|----|---------------------------------|-------------|
| 1) | Personal Laundry/Clothing       | \$ .469/lb. |
| 2) | Customer Owned Cubicle Curtains | \$ .469/lb. |

3.2 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED FIVE THOUSAND, AND 00/100 (\$105,000.00) DOLLARS (US CURRENCY) for all services performed under this Agreement.

#### ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Shaker Place Rehabilitation and Nursing Center, and acceptance by the County of the Claim Form.

#### ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall commence on January 1, 2020 and continue in effect until December 31, 2020. This Agreement may be renewed for one (1) additional year, for a one (1) year interval. Renewals shall be contingent upon renewal of all terms of this Agreement; partial renewals shall not be accepted by the County.

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

- 6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the

County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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

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7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

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

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Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

#### ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions,

the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

#### ARTICLE 11. EXTRA WORK

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

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

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

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



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

#### ARTICLE 15. INDEMNIFICATION

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

#### ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

#### ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

#### ARTICLE 18. NO WAIVER OF PERFORMANCE

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

#### ARTICLE 19. ACCOUNTING RECORDS

- 19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software, or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

#### ARTICLE 20. NON-APPROPRIATIONS

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

kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

#### ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

#### ARTICLE 22. LICENSES

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

#### ARTICLE 23. PARTIAL INVALIDITY

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

#### ARTICLE 24. HEADINGS—CONSTRUCTION

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

#### ARTICLE 25. NOTICES

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

#### ARTICLE 26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The designated venue is Albany, New York.

## ARTICLE 27. PERFORMANCE BOND

The Contractor, within seven (7) days after the date of notification of the acceptance of its Bid, is required to provide a security to the County in a form satisfactory to the Albany County Purchasing Agent/Albany County Attorney. Such a security shall be equal to 100% of the successful bid, or ONE HUNDRED AND FIVE THOUSAND AND 00/100 (\$105,000.00) DOLLARS. Should the Contractor fail to do so, the Contractor shall be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County.

## ARTICLE 28. MODIFICATION

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

## ARTICLE 29. EXECUTION OF DOCUMENTS

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

## ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate or lessen the Contractor's own liability. The Contractor shall execute and deliver to the County a certification statement prior to commencing any work.

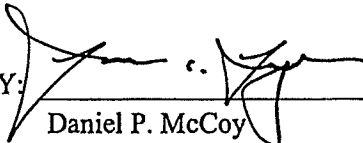
## ARTICLE 31. ENTIRE AGREEMENT

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

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

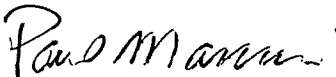
COUNTY OF ALBANY

DATED: 5/13/2020

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

PLAZA LINEN SERVICE

DATED: \_\_\_\_\_

BY: 

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

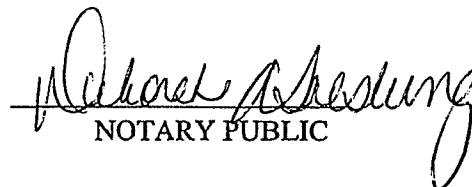
On the 30 day of May, 2020, before me, the undersigned, personally appeared DANIEL C. LYNCH, ESQ., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
NOTARY PUBLIC

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

STATE OF NEW YORK     )  
COUNTY OF Saratoga SS.:

On the 1 day of May, 2020, before me, the undersigned, personally appeared Paul Massaroni personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
NOTARY PUBLIC

Deborah A Salsburg  
01SA6113529  
Notary Public, State of New York  
Qualified in Saratoga County  
My commission expires AUGUST 2nd, 2020

## SCHEDULE A

### INSURANCE COVERAGE

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

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

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

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

RESOLUTION NO. 501

AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE  
REGARDING RESIDENT LAUNDRY SERVICES AT THE ALBANY  
COUNTY NURSING HOME

Introduced: 11/13/18

By Elder Care Committee:

WHEREAS, The Department of Residential Health Care Facilities through the Purchasing Agent issued a request for bids for laundry services for residents at the Albany County Nursing Home, and

WHEREAS, The Executive Director of the Albany County Nursing Home has requested authorization to enter into an agreement with Plaza Linen Service, the lowest responsible bidder, regarding resident laundry services in an amount not to exceed \$210,000 for the term commencing January 1, 2019 and ending December 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Plaza Linen Service for resident laundry services at the Albany County Nursing Home in an amount not to exceed \$210,000 for the term commencing January 1, 2019 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote - 11/13/18*



State of New York  
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14<sup>th</sup> day of November, 2018, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS WHEREOF, I have hereunto set my hand and the  
official seal of the County Legislature this 15<sup>th</sup> day of November, 2018.

A handwritten signature in dark ink, appearing to read "Paul J. Deane", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 464

**AUTHORIZING AN AGREEMENT WITH PLAZA LINEN SERVICE  
REGARDING RESIDENTIAL LAUNDRY SERVICES AT SHAKER PLACE  
REHABILITATION AND NURSING CENTER**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Plaza Linen Service regarding residential laundry services at Shaker Place Rehabilitation and Nursing Center in the amount of \$105,000 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Executive Director indicated that Plaza Linen Service will pick up soiled residential clothing from Shaker Place Rehabilitation and Nursing Center and clean and return the clothing as directed by nursing home staff, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Plaza Linen Service, Clifton Park, NY 12065 regarding residential laundry services at Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$105,000 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 11/12/19*

State of New York  
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12<sup>th</sup> day of November 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14<sup>th</sup> day of November, 2019.

A handwritten signature in cursive script, appearing to read "Paul V. Deane".

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Clerk, Albany County Legislature