



**MICHAEL S. MONTELEONE**  
EXECUTIVE UNDERSHERIFF

**SHAWN P. NOONAN**  
CHIEF DEPUTY

## ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400  
[WWW.ALBANYCOUNTYSHERIFF.COM](http://WWW.ALBANYCOUNTYSHERIFF.COM)

**CRAIG D. APPLE, SR.**  
SHERIFF



**WILLIAM M. RICE**  
UNDERSHERIFF

**LEON A. BORMANN**  
CHIEF DEPUTY

November 9, 2021

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
Legislative Clerk's Office  
112 State Street, Room 710  
Albany, New York 12207

*ANDREW JOYCE*  
Dear Chairman Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Albany County has entered into a grant contract with the State of New York, Division of Homeland Security and Emergency Services for the 2020 Statewide Interoperable Communications Grant.

The aforesaid contract was awarded in the amount of \$1,200,054.00. We will be purchasing items over \$100,000.00 under this grant:

Motorola Solutions, Inc. will be providing annual maintenance and licensing fees for radio equipment. The total cost for this is \$476,610.00, this purchase is based on an existing contract with Motorola.

We will also be purchasing 2 generators for the new 911 facility in Clarksville from Better Power, Inc. The cost of this purchase will be \$315,636.38, this is a New York State contract purchase.

There are no matching funds required. The grant performance period is January 1, 2021 – December 31, 2022. The grant contract was authorized under Resolution 21-435.

Should there be any questions, do not hesitate to call.

Sincerely,  
*Craig D. Apple, Sr.*  
Craig D. Apple, Sr.  
Sheriff

Att.

Cc: Hon. Daniel McCoy, County Executive  
Hon. William Clay, Public Safety Chairman  
Hon. Wanda Willingham, Audit and Finance  
Brandon Russell, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel  
Christian Barnes, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY

DATE: \_\_\_\_\_

RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

METHOD: HAND \_\_\_\_\_

COURIER \_\_\_\_\_

MAIL \_\_\_\_\_

DATE: NOVEMBER 9, 2021

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D APPLE SR

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR

COMMITTEE MEETING: PUBLIC SAFETY

**PURPOSE OF REQUEST:**

ADOPTION OF LOCAL LAW

AMENDMENT OF PRIOR LEGISLATION

APPROVAL/ADOPTION OF PLAN/PROCEDURE

BOND APPROVAL

BUDGET AMENDMENT (SEE BELOW)

CONTRACT AUTHORIZATION (SEE BELOW)

ENVIRONMENTAL IMPACT

HOME RULE REQUEST

PROPERTY CONVEYANCE

OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

THE SHERIFF'S OFFICE IS LOOKING TO MAKE 2 PURCHASES TOTALING MORE THAN \$100,000

FROM OUR 2020 STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT

**CONCERNING BUDGET AMENDMENTS**

**STATE, THE FOLLOWING**

INCREASE ACCOUNT/LINE NO. \_\_\_\_\_

SOURCE OF FUNDS: \_\_\_\_\_

TITLE CHANGE: \_\_\_\_\_

**CONCERNING CONTRACT AUTHORIZATION,**

**STATE THE FOLLOWING:**

**TYPE OF CONTRACT**

CHANGE ORDER/CONTRACT AMENDMENT

PURCHASE (EQUIPMENT/ SUPPLIES)

LEASE (EQUIPMENT/SUPPLIES)

REQUIREMENTS

PROFESSIONAL SERVICES

EDUCATIONAL/TRAINING

GRANT: NEW

RENEWAL

SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM

RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)

**CONCERNING CONTRACT AUTHORIZATION (CONT'D)**

**STATE THE FOLLOWING:**

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

MOTOROLA SOLUTIONS/BETTER POWER INC

AMOUNT/RATE SCHEDULE/FEE:

\$476,610 (MOTOROLA) AND \$315,636 (BETTER POWER INC)

TERM:

SCOPE OF SERVICES: ANNUAL MAINTENANCE AND LICENSING FEES FOR  
RADIO EQUIPMENT PURCHASED FROM MOTOROLA.

AND TO PURCHASE 2 GENERATORS FOR OUR NEW E-911 FACILITY

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES

X NO

FUNDING SOURCE: 2020 SIGG GRANT

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION: A93110.22100.SIG20

BOND(RES. NO. & DATE OF ADOPTION)

**CONCERNING ALL REQUESTS:**

MANDATED PROGRAM/SERVICE:

YES NO X

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES

X NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING:

(DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY

100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER:

DATE OF ADOPTION:

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

LEGISLATIVE APPROVAL IS NEEDED FOR 2 PURCHASES OF \$100,000 OR MORE.

THIS PURCHASE IS BEING FUNDED BY A GRANT FROM HOMELAND SECURITY FOR \$1,200,054

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,  
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS  
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY:

CRAIG D APPLE SR

TITLE:

SHERIFF

**RESOLUTION NO. 435**

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 STATEWIDE INTEROPERABILITY COMMUNICATIONS GRANT AND AMENDING THE 2021 SHERIFF'S OFFICE BUDGET**

Introduced: 11/8/21

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2020 Statewide Interoperability Communications Grant-Formula Based Funding in an amount of \$1,200,054 for a term commencing January 1, 2021 and ending December 31, 2022, and

WHEREAS, The Sheriff has indicated that the aforementioned grant funds will be utilized to purchase backup generators for the new 911 Communications Center, annual maintenance for P-25 compliant equipment and P-25 compliant portable radios, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the aforementioned grant funding into the 2021 Sheriff's Office Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2020 Statewide Interoperability Communications Grant-Formula Based Funding in an amount of \$1,200,054 for a term commencing January 1, 2021 and ending December 31, 2022, and, be it further

RESOLVED, That the 2021 Sheriff's Office Budget is hereby amended as follows:

Increase Revenue Account A3306 Homeland Security by \$1,200,054

Increase Appropriation Account A3110.2 by \$1,200,054 by increasing Line Item A3110 2 2100 Communication Equipment by \$1,200,054

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.



**Homeland Security  
and Emergency Services**

**KATHY HOCHUL**  
Governor

**PATRICK A. MURPHY**  
Commissioner

September 28, 2021

The Honorable Daniel P. McCoy  
Albany County Executive  
Harold L. Joyce Albany County Office Building  
112 State Street, Room 1200  
Albany, NY 12207

Dear Mr. McCoy,

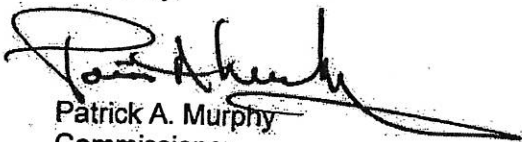
I am pleased to announce that Albany County has been awarded \$1,200,054 under the New York State 2020 Statewide Interoperable Communications Grant Program (2020 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2020 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2020-SICG-Formula grant will be 24 months, beginning January 1, 2021 – December 31, 2022, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Deputy Director, Brett Chellis, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,



Patrick A. Murphy  
Commissioner

cc: Inspector Douglas Miller, Albany County Sheriff's Department



Sarah VanStaalduin

Manager of Government Sales

Better Power, Inc.

200 Mile Crossing Blvd. Suite 1B - Rochester, NY 14624

Tel: 800-475-1321 | [sarah@betterpower.us](mailto:sarah@betterpower.us)

August 26, 2021

To:

Douglas C. Miller

Grants Manager/Critical Incident Coordinator

Albany County Sheriff's Office

16 Eagle Street

Albany, New York 12207

Office (518) 487-5022

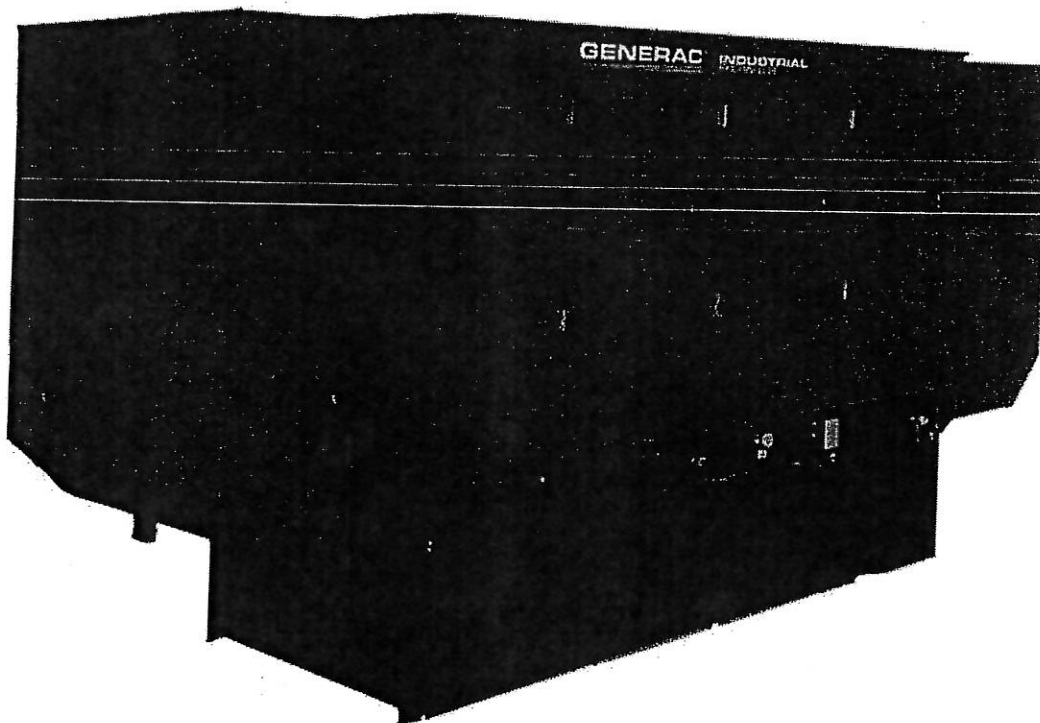
Cell (518) 727-9380

E-mail: [doug.miller@albanycountyny.gov](mailto:doug.miller@albanycountyny.gov)

**Contract PC69013**  
**version effective**  
**as of 3/10/2021**

Thank you for your interest in a quote from the NYS HIRE Contract.

Better Power is a Contract holder for the NYS H.I.R.E. Multiple Award Contract # PC69013



Example of a Generac SD Series Industrial Diesel Generator

\*Product shown for illustration purposes only\*

Below is your NYS Contract Quote which includes the following:

- Freight to your location
- Factory authorized startup, testing, & warranty registration
- Training for staff at your location

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**EXECUTIVE SUMMARY – Suitable for use in your PO**

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- \$158,186.70** Contract Item # GENSD300103GPS: Quantity 2 (\$79,093.35 ea.) Generac SD series diesel generator package: 300kW 208V three phase. Package includes all items listed above. Manufacturer item SD0300GG17103D18HPYY30AH1.
- \$ 18,742.50** Contract Item # GENL2SD275300S: Quantity 2 (\$9,371.25 ea.) Level 2 steel sound attenuated generator enclosure.
- \$ 30,938.20** Contract Item # GENSDTK275-300S: Quantity 2 (\$15,469.10 ea.) Diesel fuel tank upsize from standard 31hr tank to 72hr extended sub-base fuel tank with external vents and fill.
- \$ 35,662.00** Non-Contract Items: Quantity 2 (\$17,831.00 ea.) Addition of the following to the generator configuration: 1200A LSI electronic breaker with shunt trips and auxiliary contacts, motorized enclosure dampers, enclosure heater, alternator strip heater, and 12' fuel tank vent extensions.
- \$ 3,244.50** Contract Item # GENW5SD200-300S: Quantity 2 (\$1,622.25 ea.) 5-year comprehensive extended generator warranty. Replaces the standard 2-year limited warranty.
- \$ 41,800.00** Non-Contract Item: Quantity 2 (\$20,900.00 ea.) ASCO 300 Series Automatic Transfer Switch: 1200A 208V three phase, 3-pole solid neutral, non-service rated.
- \$ 11,465.00** Non-Contract Item: One (1) ASCO 300 Series Manual Transfer Switch: 1200A 208V three phase, 3-pole solid neutral, non-service rated.
- \$ 6,297.48** Contract Item # LBTNFPA005S: Quantity 2 (\$3,148.74 ea.) 4-hour testing: NFPA trailerized load bank. Includes cabling, connection, testing and disconnection.
- \$ 9,300.00** Non-Contract Items: 2-year equipment maintenance plan (includes two visits/year for each quoted generator and transfer switches. On-site leak testing for fuel tanks prior to startup and training service.

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**\$315,636.38 Total for above equipment & options, including startup, delivered**

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Prices shown are valid for 30 days. Please contact us to reconfirm pricing after 30 days.

**Note:** Warranty activation requires generator installation & startup within one year of shipment, as well as annual maintenance performed by an authorized Generac Industrial Dealer using Generac-brand parts.

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**CONTRACT REFERENCE:**

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View the H.I.R.E. Contract generator pricelist for this Multiple Award Contract at the following link:  
[https://online.ogs.ny.gov/purchase/spg/pdfdocs/3823223173pl\\_BetterPower.pdf](https://online.ogs.ny.gov/purchase/spg/pdfdocs/3823223173pl_BetterPower.pdf)

View Additional Contract Reference at the following link: <http://www.betterpower.us/contract-reference>

Additional information is available at [www.betterpower.us](http://www.betterpower.us)

**PLEASE NOTE:**

- **Pricing includes freight** to your facility meeting the following requirements:
  - Transportation is included to the provided delivery address, within the 48 contiguous states. Delivery address must be accessible by tractor trailer or flatbed truck, via land only. Additional charges for shipping and handling after the first drop off point are at the customer's expense.
  - **Unloading, rigging, storage, and installation are not included.**
  - **Shipping address:** If the delivery point is changed, there will be a change-of-address charge and possibly re-delivery charge. If the equipment cannot be unloaded at the time of delivery, there will be a re-delivery charge.
  - Indicate the **Ship-To address, contact person, cell phone number and email.**
- **Installation of options and additional services** may be done by the startup company at additional charge, or by the owner's contractor.
- **Better Power, Inc. is an electrical wholesale distributor.** We do not do installations, maintenance, or repairs on the equipment we sell.
- **National Code:** The equipment we supply meets national code requirements. If you have additional state or local code requirements, please check with us in order to meet those requirements.
- **Please consult your Electrical Inspector** with questions since we at BPI are not electricians.
- **Contract and Non-Contract items** will be invoiced on the same invoice.

**Life Safety Equipped:** Generac Industrial Generators include the equipment necessary, when properly installed, to qualify for the stringent NFPA 110, Level 1, Life Safety applications of the NFPA National Fire Protection Association.

**Life Safety may be required for the following applications, to comply with Code per NFPA-110:**

- Elevator
- Oxygen or life support equipment that requires electricity
- Fire pump/sprinkler system pump
- Industrial processes where current interruption would produce serious life safety or health hazards
- Fire detection and alarm systems
- Building over 75 feet tall
- Public Safety communications systems
- Health care loads greater than 120kW
- Essential ventilating and smoke removal systems
- Life safety illumination (i.e. lighting allowing safe egress or exit signs without battery backup)
- Facility used as an Emergency Shelter (check with your AHJ and your shelter's sponsor, such as the Red Cross).

### LEAD TIME:

We provide the estimated ship date after the factory processes the order. Lead times are approximate, and shipment dates cannot be guaranteed. We will request the shipper call you at least 24 hours prior to delivery. Storage is not included, so please be flexible in receiving the shipment.

### STEP BY STEP PURCHASING GUIDE FOR H.I.R.E. CONTRACT CUSTOMERS:

1. Send us a PO or call with a Credit Card or Purchasing Card. If you do not use POs, we will provide you with a Letter of Commitment to complete and return.
2. Please call if you do not hear from us within 48 hours of faxing or emailing a PO to make sure we have received it. Electronic POs not reaching the destination can cause lengthy delays.
3. Frequently the items requested will ship at different times. Please indicate whether you will accept **multiple invoices** on (one) Purchase Order, or whether you will issue **multiple POs**, one for each major item.
4. Copy or refer to the above list of equipment & services in your PO or Letter to confirm your purchase.
5. Reference the H.I.R.E. **Contract # PC69013** when buying on Contract.
6. **NYS Vendor # 1000008177** (Statewide Financial System - SFS)
7. Please note on your PO: **"This is a non-cancelable order and a non-returnable final sale"**. Rely on the factory's warranty if you experience any problems.
8. Being a small business, we appreciate if you would **assure funds are sequestered, encumbered, or otherwise set aside** so they cannot be diverted by other agencies.
9. As a Small Business (Certification # P0317675) we appreciate prompt payment of your order. On your PO, please indicate how and when you will pay. Payment is due Net30 from your acceptance of the equipment as appearing to be in good condition. As we supply equipment only, our invoice is due when you receive the equipment, without waiting for installation, and with no retainage of any kind. Purchase can be charged at shipment, or earlier at your request.
10. Make sure receiving personnel inspect the shipment for damage. If there is damage, the shipper must sign your copy of the paperwork noting the shipment was delivered damaged. Otherwise, the shipper may deny the damage claim. Ideally, receiving personnel would also email a photo of any damage to facilitate the claim. Please contact us if there is any damage.

### RECEIVING DELIVERY:

- The included prepaid shipping for industrial equipment will be on a flatbed trailer. **Unloading and rigging are the responsibility of the customer.**
- **Unloading:** You will need to supply the unloading equipment, such as a fork lift with fork extensions for smaller units, or a crane for lifting the equipment off the truck and setting it on the generator pad.
- **Lifting Precautions:** You may need a spreader bar to avoid deforming the sheet-metal housing on some units.
- **Liftgate Delivery:** Liftgate Delivery is not available.
- **Transwrap Services:** An optional shrink wrap (similar to boat wrap) is recommended and available at extra cost (non-Contract) for generators that are shipped on a flatbed exposed to the outside elements. Protects from tarp damage, road salt, and grime -- will reduce unwarrantable damage during transportation. Also recommended if you are storing your generator for a period of time prior to installation.
- **Contact Information:** Please provide the contact information for the trucker to call the day before delivery, to be sure that your personnel are ready to receive the shipment. Include an email address for delivery status updates. An authorized person must be available during normal business hours to inspect & sign for the equipment.

### **Overview:**

#### **State Contract makes it much easier to procure backup power:**

- In many cases, you no longer have to spend your time on the hassle, delays, and expense of the bid process.
- You may not need an engineering firm to prepare bid specifications, or lawyers for advertising.
- The State has already done the shopping, negotiated the pricing, and checked references for you
- In many states, all levels and types of government operations and even non-profits can use the Contract

#### **Hundreds of Generators are included on this Multi-State Contract:**

- Large permanently mounted automatic "Emergency Standby" Generators, to run large or small buildings
- Mobile (towable) Generators to bring power where most needed in an emergency
- Mobile Light Towers which can fully illuminate up to seven acres in all kinds of situations
- Portable Generators to use at emergency sites

#### **Other Equipment:**

- Flex-Safe portable barriers – set up, change signage, take down in seconds
- Color coded cabling & power solutions for towable generators and light towers

#### **Questions?**

Please call or email with any questions or concerns. We look forward to serving you!

Thank you,



**Sarah VanStaalduinen**  
Manager of Government Sales  
Better Power, Inc.  
A NYS & Federally Certified WBE





## Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contract Award Notification

Title	: 77200 – Public Safety Communications Equipment and Services (Two-Way Radios and Satellite Phones) (Statewide)
	Classification Code(s): 32, 43, 46, 92
Award Number	: <u>23141</u> (Partially Replaces Award 20191)
Contract Period	: August 27, 2019 through August 26, 2024
Bid Opening Date	: June 4, 2019
Date of Issue	: August 27, 2019
Specification Reference	: As Incorporated In The Solicitation
Contractor Information	: Appears on Page 2 of this Award

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Lydia Chan Title : Contract Management Specialist I Phone : 518-473-6962 E-mail : Lydia.Chan@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 document.

### Description

Public Safety Communications Equipment and Services (Two-Way Radios and Satellite Phones). Awards were made in Lot 1 (Radio Equipment Only) and Lot 2 (Radio Equipment and Services). No bids were received for Lot 3 (Satellite Phone Equipment Only). The Contract requires a competitive Second Tier Solicitation for certain Authorized User transactions as outlined in Attachment 7 – *How to Use This Contract*. Reseller participation is allowed.

The Contract Award Notification contains 30% MWBE goals of 15% MBE and 15% WBE.

PR # 23141

**GROUP 77200 PUBLIC SAFETY COMMUNICATIONS EQUIPMENT AND SERVICES  
(TWO-WAY RADIOS AND SATELLITE PHONES)**

**PAGE 2**

**NOTE:** See individual contract items to determine actual awardees.

<b>CONTRACT #</b>	<b>LOT</b>	<b>REGION(S)</b>	<b>CONTRACTOR &amp; ADDRESS</b>	<b>FED. IDENT. # / NYS VENDOR #</b>
PT68711	2	Statewide	<b>BK Technologies INC</b> 7100 Technology Drive West Melbourne, FL 32904	59-3486297 / 1100058230
PT68712 SB	2	3,4,5,6,7,8,9	<b>Computerized Inventory Concepts INC</b> <b>dba Integrated Systems</b> 50 Victor Heights Parkway Victor, NY 14564	16-1206834 / 1000039701
PT68713	2	Statewide	<b>E.F. Johnson Company</b> 1140 Corporate Drive Irving, TX 75038	41-0736849 / 1100003005
PT68715 SB	2	1,2,3,4	<b>Electronic Systems Solutions INC</b> 250 Clearbrook Road Elmsford, NY 10523	22-3477278 / 1000008849
PT68717 SB, WBE	2	Statewide	<b>Hello Alert</b> 577 Brook Avenue, Unit A Deer Park NY 11729	34-0276860 / 1000017642
PT68718	1	Statewide	<b>Icom America INC</b> 12421 Willows Road NE Kirkland, Washington 98034	91-1083924 / 1000041701
PT68720 SB	1	Statewide	<b>LD Allen Communications INC</b> 5820 Main Street, Suite 404 Williamsville, NY 14221	16-1498872 / 1000044099
PT68721	2	Statewide	<b>Microwave Networks INC</b> 4000 Greenbriar Drive Stafford, TX 77477	76-0565333 / 1100228681
PT68722	2	Statewide	<b>Motorola Solutions INC</b> 123 Tice Blvd, Suite 202 Woodcliff Lake, NJ 07677	36-1115800 / 1000031408
PT68724	2	Statewide	<b>Philip M. Casciano Associates INC</b> <b>dba PMC Associates</b> 8 Crown Plaza, Suite 106 Hazlet, NJ 07730	22-2873821 / 1000008798
PT68725	1	Statewide	<b>Power Products Unlimited LLC</b> 2170 Brandon Trail Alpharetta, GA 30004	58-2128764 / 1100230234
PT68727 SB	2	Statewide	<b>Transmit Plus INC</b> 246 Farhan Lane North Babylon NY 11703	01-0938670 / 1100030394
PT68728	2	Statewide	<b>Zetron INC</b> 12034 134th Court Northeast Redmond, WA 98052	91-1121292 / 1000019592

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE 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 AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

(continued)

**SCOPE:**

Contracts are limited to the items listed in the Lots set forth below. All other items are excluded from the scope of these Contracts.

**All Equipment and Services offered and sold under these Contracts, must directly involve the provision of Public Safety Communications Equipment and Services.** For example: The purchase of PC monitors must be for a use that directly supports the operation of a Public Safety Communication system.

**Contracts are comprised of the following Lots:**

- LOT 1:** RADIO EQUIPMENT ONLY
- LOT 2:** RADIO EQUIPMENT AND SERVICES  
(includes Radio Equipment, Installation, Integration & Maintenance)
- LOT 3:** SATELLITE PHONE EQUIPMENT ONLY

The Services offered in these Contracts are subject to the Prevailing Wage Rate provisions of the NYS Labor Law. For more information, see Attachment 7 – *How to Use*, Section 5, *Prevailing Wage Rate Requirements*.

A Second Tier Solicitation process is required for certain Authorized User transactions. The Contracts set forth base terms and conditions, and permit the Authorized User to customize a Second Tier Solicitation or Direct Engagement based on their specific need or transaction. The Second Tier Solicitation process requires Authorized Users to solicit at least 3 Contractors and/or 3 Resellers.

**REGIONS:**

The Solicitation covered the following counties in the nine regions listed below:

Region	Area	Counties
Region 1	Long Island	Nassau, Suffolk
Region 2	New York City	Bronx, Kings (Brooklyn), New York, Queens, Richmond (Staten Island)
Region 3	Westchester	Dutchess, Putnam, Westchester
Region 4	Ulster	Orange, Rockland, Sullivan, Ulster
Region 5	Albany	Albany, Columbia, Delaware, Fulton, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
Region 6	Adirondack	Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington
Region 7	Syracuse	Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence
Region 8	Finger Lakes	Broome, Chemung, Chenango, Cortland, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates
Region 9	Buffalo	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming
SW (Statewide)	All Areas	All Counties

**CONTRACT TERM AND EXTENSIONS:**

The Contracts shall have an initial term of 5 years. At the State's option, the Contracts may be extended for up to five (5) years, in increments as deems to be in the best interest of the state.

(continued)

**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.

**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

**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).

**PRICE:**

Pricing is as set forth in Attachment 1 – *NYS Pricing*.

All Net Prices include all applicable shipping, handling, insurance, and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User). See Appendix B, *Shipping/Receipt of Product and Title and Risk of Loss for Products Other Than Technology Products*.

All Service rates include travel time and costs associated with accessing the site of the Equipment to be serviced. Travel costs are limited to NYS rates approved by the NYS Office of the State Comptroller (OSC).

(continued)

**DISCOUNTS:**

Pricing offered for Equipment is a Percent (%) Discount from List Price/MSRP. Pricing offered for Services is either a Total Hourly Rate or a Percent (%) Markup Over the Prevailing Wage Rate and Supplemental Benefits, depending on the nature of the Installation, Integration, and/or Maintenance being performed.

**VOLUME DISCOUNTS:**

Volume discounts may be applied per Purchase Order, cumulatively per ordering entity, or cumulatively statewide as specified in Contractors' Pricelist. Volume discounts shall be defined and applied as follows:

- A. Purchase Order volume discounts shall be additional discounts applied to individual Purchase Orders over a specified dollar amount.
- B. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual ordering entity once an established volume has been met by that entity.
- C. 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 the Contract.

**UTILIZATION OF RESELLERS:**

Contractors may utilize Resellers to sell Equipment, and, if applicable, provide Services. Resellers must be eligible to quote regionally or statewide, independently and lower than Manufacturer (Contract) pricing for procurements under resulting Contracts. Resellers must also be able to accept orders, invoice and receive payment.

**SUBCONTRACTORS:**

Contractors awarded Lot 2 are permitted to charge a Subcontractor Percent (%) Markup for all work performed by Subcontractors on Authorized User Agreements, provided the Contractor has an approved Subcontractor Percent (%) Markup in its pricing pages on the OGS website. This Subcontractor Percent (%) Markup covers all back-office costs as specified in the contract.

**HOW TO USE:**

Attachment 7 – *How to Use* provides guidance to both Contractors and Authorized Users on utilizing 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 by mail to:**

OGS PROCUREMENT SERVICES  
ATTN: Lydia Chan, 38th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
\* \* \* \* \*



**MOTOROLA SOLUTIONS**

Page 1/2

**Motorola Solutions, Inc.**

500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

**ORIGINAL INVOICE**

<b>Transaction Number</b> 1187062995		<b>Transaction Date</b> 01-OCT-2021		<b>Transaction Total</b> 476,610.00 USD	
<b>P.O. Number</b> CONTRACT			<b>P.O. Date</b>		<b>Customer Account No</b> 1035432369
<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 31-OCT-2021	
<b>Project No:</b> NY-12119B <b>Project Name:</b> ALBANY CNTY SHF P25 NY-12119B					

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)  
**Bill To Address**

ALBANY COUNTY SHERIFF'S DEPT  
ATTN: Accounts Payable  
16 EAGLE ST RM 179  
ALBANY NY 12207  
United States

**IMPORTANT INFORMATION**

**Sales Order(s):** 3304012580045

For all invoice payment inquiries contact  
SLT2EA@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

**SPECIAL INSTRUCTIONS / COMMENTS**

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1		EQUIPMENT AND SOFTWARE SERVICES AND SUPPORT MULTIYEAR AGREEENT FOR YEARS 2-10	1	0.00	0.00
2		REMAINING BALANCE - YEAR 5 - EQUIPMENT SERVICES AND SUPPORT (10/1/21 - 9/30/22) BILLING JANUARY THRU SEPT	1	181,404.00	181,404.00
3		REMAINING BALANCE - YEAR 5 - SOFTWARE AND HARDWARE UPGRADE AGREEMENTS - (10/1/21 - 9/30/22) BILLING JANUARY THRU SEPT	1	295,206.00	295,206.00

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT KERI BUTHMAN @847-576-6024 OR EMAIL: KERI.BUTHMAN@MOTOROLASOLUTIONS.COM  
THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS, INC.

Please detach here and return the bottom portion with your payment

**Payment Coupon**

<b>Transaction Number</b> 1187062995	<b>Customer Account No</b> 1035432369	<b>Payment Due Date</b> 31-OCT-2021
---	--	--

<b>Transaction Total</b> 476,610.00 USD	<b>Amount Paid</b>
--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

ALBANY COUNTY SHERIFF'S DEPT  
ATTN: Accounts Payable  
16 EAGLE ST RM 179  
ALBANY NY 12207  
United States

Send Payments To:

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
P.O. BOX 404059  
Atlanta GA 30384  
United States  
Please provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED





**MOTOROLA SOLUTIONS**

**Motorola Solutions, Inc.**

500 West Monroe

Chicago IL 60661

United States

Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Page 2/2

## ORIGINAL INVOICE

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<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 31-OCT-2021	
				<b>USD Subtotal</b> <b>USD Total</b> <b>USD Amount Due</b>	
				476,610.00 476,610.00 476,610.00	

**AGREEMENT  
BETWEEN THE COUNTY OF ALBANY AND MOTOROLA SOLUTIONS, INC.  
FOR SYSTEM UPGRADE AND A LONG TERM MAINTENANCE AGREEMENT TO  
THE SHERIFF'S DEPARTMENT FOR A COMMUNICATIONS SYSTEM  
PURSUANT TO RESOLUTION NO. 536 FOR 2013**

**THIS AGREEMENT** is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County ") and Motorola Solutions, Inc., a corporation, with its principal place of business located at 5 Paragon Drive, Montvale, NJ 07645 (hereinafter called the "Contractor").

**WITNESSETH**

**WHEREAS**, the County has a need for upgrade its Communications system for the Sheriff's Department and Fire and Emergency Medical Services throughout the County; and

**WHEREAS**, the Contractor is a state-approved vendor in compliance with NYS Office of General Services Award# 19521, Contract# PT62495 for the contract period December 14, 2006 through December 13, 2015, and Contract# PS62496 for the contract period December 14, 2006 through December 13, 2016; and

**WHEREAS**, all Motorola Solutions components have been competitively bid on the OGS contract and are offered to Albany County at the lowest available rate with an additional manufacture discount; and

**WHEREAS**, the Contractor has submitted a proposal on April 29, 2013 to provide the aforesaid upgrade Communications system (hereinafter call the "Proposal"); and

**WHEREAS**, the County has accepted the Proposal and revised price list of the Contractor to provide the aforesaid Communications system; and

**WHEREAS**, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid upgrades to the Communications system by Resolution No. 536 for 2013 and

**WHEREAS**, this Agreement sets forth the understanding reached by the parties herein;

**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:

- 1) this Agreement;
- 2) Contractor's Proposal attached hereto and made a part hereof as Exhibit "A";
- 3) Contractor's revised price list attached hereto and made a part hereof as Schedule "A"; and
- 4) New York State Office of General Services Contract #s PT62495 and PS62496 which are incorporated herein and made a part hereof in their 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) New York State Office of General Services Contract #s PT62495 and PS62496;
- 2) this Agreement;
- 3) the Proposal and revised price list.

## **ARTICLE 2. SCOPE OF SERVICES**

2.1 The Contractor shall provide ASTRO 25 Trunked Simulcast System upgrades to the Sheriff's Department and Fire and Emergency Medical Services throughout the County in accordance with Contractor's Proposal, specifically, "Section 2: Statement of Work," attached hereto and made a part hereof as Exhibit "A."

2.2 The Contractor shall render all services in a professional and workmanlike manner generally recognized as acceptable in the industry.

## **ARTICLE 3. COMPENSATION**

3.1 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 \$18,500,000.00 for the ASTRO 25 Trunked radio system. The County will also commit to 10 years of system maintenance for \$5,844,556.00 that will be paid for through annual operating budget. If the Customer terminates the ten year service Agreement before the end of the ten-year Term, for any reason other than Motorola default, Customer will refund to Motorola an amount equal to the multiyear credit (discount) realized up to the point of termination. Any funds paid for the pro-rated service period, less any refunded credits, will be refunded or applied to other existing/outstanding invoices on this project.

3.2 The prices set forth in Schedule "A" attached hereto and made a part hereof shall remain fixed for the entire term of this Agreement.

## **ARTICLE 4. PAYMENT**

4.1 The County shall comply with the payment schedule in Contractor's Proposal, specifically "Section 10: Pricing/Payment Terms," attached hereto and made a part hereof as Exhibit "A."



4.2 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 Sheriff's Department, and acceptance by the County of the claim form.

#### **ARTICLE 5. TERM OF AGREEMENT**

The term of this Agreement shall commence on the date this Agreement is executed by both parties and will continue in effect through completion of all equipment installations, successful completion of all required tests and final system acceptance by the County.

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

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

6.1 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 a limited period of time as the County may determine.

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

6.3 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.

6.4 **TERMINATION FOR CONVENIENCE:** Albany County has the right to terminate the Contract for its convenience if Albany County determines termination to be in its best interest. In the event Albany County chooses to terminate this Contract solely for its convenience, the Contractor will, upon notification, take all reasonable steps to minimize termination costs. Albany County shall be liable to the Contractor for equipment and services provided to the date of notice to terminate and for reasonable costs which may be borne by the Contractor in the termination of subcontracts, removal of installation and test equipment, and other costs directly related to an unforeseen and abrupt termination. Notwithstanding any other contract language to the contrary, the Contractor shall not undertake any services, nor acquire, use, or dedicate any equipment, nor direct any work under this contract or any related subcontracts, without written authorization from Albany County, which shall not be under any obligation for such direction until formal contract execution. All outstanding service and product costs shall be invoiced by the contractor to Albany County within sixty (60) days following such termination.

#### **ARTICLE 7. ASSIGNMENT**



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

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

#### **ARTICLE 8. AVAILABLE DATA**

All technical 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**

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

#### **ARTICLE 10. OWNERSHIP OF MATERIALS**

If applicable, the County shall have a perpetual, non-exclusive, non-transferable license to use the software and customizations, in object code form and source code forms (where applicable) subject to this Agreement, as shall be determined and interpreted by the Parties in accordance with the contract documents. Any rights not expressly granted in this Agreement are expressly reserved by Contractor. Contractor expressly reserves all rights to ownership of system software and customizations, whether completed or partially completed and all other documents and other work product developed under or pursuant to services provided under this Agreement.

#### **ARTICLE 11. SCHEDULE**

The parties shall comply with the terms and conditions of Contractor's Proposal attached hereto as Exhibit "A."

#### **ARTICLE 12. NON-DISCRIMINATION**

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



individual in compensation or in terms, conditions or privileges of employment.

#### **ARTICLE 13. RELATIONSHIP**

The Contractor is, and shall 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 employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

#### **ARTICLE 14. INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the County, its employees and agents, from and against all claims, costs, damages, losses and expenses (including, but not limited to, fees and charges of attorneys and other professionals and court and arbitration costs) caused by, arising out of or resulting from the performance of the work, provided that any such claim, cost, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or damage or injury to or destruction of tangible property including the loss of use resulting therefore, and (b) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law or regulations, regardless of the negligence or intent of any such party. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

#### **ARTICLE 15. 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. The County shall be liable to the Contractor for all work performed up to time of notification.

#### **ARTICLE 16. APPLICABLE LAW**

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

#### **ARTICLE 17. RECORDS**

17.1 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 with the exception of Motorola confidential information such as cost, payroll information, and other confidential information.

17.2 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 with the exception of Motorola confidential information such as cost, payroll information, and other confidential information.

17.3 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 18. INSURANCE AND BONDS**

18.1 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 "B" 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.

18.2 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 certificate. 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.

18.3 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 "B" of this Agreement.

#### **ARTICLE 19. 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 in the event of a continuous or subsequent default on the part of the Contractor.



## **ARTICLE 20. WARRANTIES**

Contractor shall, and ensure that its subcontractors, render all services in a professional and workmanlike manner generally recognized as acceptable in the industry. Contractor shall secure, deliver and transfer to the County all manufacturer and/or supplier product warranties and similar submittals, if any, without limitation.

## **ARTICLE 21. MODIFICATION**

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

## **ARTICLE 22. 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 23. HEADINGS -CONSTRUCTION**

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

## **ARTICLE 24. ENTIRE AGREEMENT**

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

## **ARTICLE 25. 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 the 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 section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

## **ARTICLE 26. NON-INTERRUPTION OF WORK**

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the



Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

#### **ARTICLE 27. 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 and the Contractor shall agree if this is beyond the scope of this Agreement and whether or not it constitutes extra work. In the event it does constitute extra work the County shall provide extra compensation to the Contractor on a negotiated basis.

#### **ARTICLE 28. PREVAILING WAGE RATES AND SUPPLEMENTS**

28.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a].

28.2 Wage and Hour Provisions/Project Labor Agreement: Each Contractor and any and all levels of subcontractors shall be bound by the provisions of NYS Labor Law Art. 8 governing projects for public work, including without limitation the requirement to keep and upon request produce payroll records and the requirement that all contractors and subcontractors post the above described wage rates in a prominent and accessible place at the work site, as applicable, where the work is being performed.

#### **ARTICLE 29. AFFIRMATIVE ACTION PLAN**

It is the policy of Albany County that minority and women business enterprises shall have the maximum opportunity to participate in the performance of contracts for public work in excess of \$100,000 let by the County. Contractor shall carry out this policy in the awarding of contracts and subcontracts to minority and women's business enterprises consist with the efficient performance of this Agreement. Contractor shall additionally use positive effort to meet the applicable participating goals described in the Albany County Affirmative Action Plan adopted by Resolution No. 26 of 1996.

#### **ARTICLE 30. APPRENTICESHIP TRAINING PROGRAM**

In accordance with Albany County Resolution No. 70 of February 10, 2003 and NYS Labor Law Sec. 816-b, contractor and subcontractors shall provide appropriate apprenticeship training programs approved by the NYS Commissioner of Labor for the type and scope of work to be performed.

#### **ARTICLE 31. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE**



In compliance with New York State Labor Law Sec. 220-h all laborers, workers and mechanics employed in the performance of the work of this Agreement either by Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work herein described, shall be certified prior to performing any work as having successfully completed a course in construction safety and health approved by the U. S. Dept. of Labor OSHA that is at least ten hours in duration.

#### **ARTICLE 32. FREEDOM OF INFORMATION LAW**

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

#### **ARTICLE 32. MISCELLANEOUS PROVISIONS**

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

32.2 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 and shall comply with all applicable laws, rules and regulations.

32.3 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.

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

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

32.6 Building Permits: Contractor shall obtain all necessary building permits from all



responsible code enforcement offices as applicable.

### **ARTICLE 33. NOTICE**

All written notices and documents required to be sent pursuant to this Agreement shall be given or made by in accordance with the Contract Documents or, if not so specified, to the Construction Manager, Architect Engineer at the addresses set forth above by regular mail effective five days after posting with the U.S. Postal Service, and to the Owner and Contractor as indicated below:



**County:**

Kathleen Bagnoli, Accountant  
Sheriff's Office  
Room 79  
Albany County Courthouse  
Albany, NY 12207

**Contractor:**

Kevin Ryan, Senior Acct. Mgr.  
Motorola Solutions, Inc.  
5 Paragon Drive  
Montvale, NJ 07645

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through the Albany County Executive, and by the Contractor, acting by and through an authorized representative.

**CONTRACTOR**

Motorola Solutions, Inc.

ALBANY COUNTY, NY

By:

  
Patty Holtschneider

MSSSI Vice President

12/3/13

By:

  
Daniel P. McCoy

County Executive, or

Bradley Fischer

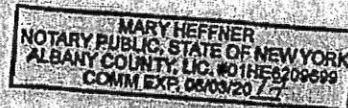
Deputy County Executive



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

On the 3 day of December, 2013, before me, the undersigned, a notary public in and for the state, personally appeared Bradley Fischer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary Heffner  
NOTARY PUBLIC



STATE OF New York )  
COUNTY OF New York ) SS.:

On the 3<sup>rd</sup> day of December, 2013, before me, the undersigned, a notary public in and for the state, personally appeared Patty Holtschneider, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maria B. Kryeziu  
NOTARY PUBLIC

MARIA B. KRYEZIU  
Notary Public, State of New York  
No. 01KR6057340  
Qualified In New York County  
Commission Expires April 16, 2015



## **SCHEDULE "B"**

### **Insurance Commercial General Liability**

The Contractor Policy shall include the Owner as an additional insured, with limits as follows:

General Aggregate Personal Injury Each Occurrence	\$2,000,000.
(Bodily Injury and Property Damage)	\$2,000,000.
Worker's Compensation	\$2,000,000.

Section A Worker's Comp. Section B Employer's Liability	Statutory
Each Accident	\$1,000,000.
Disease Policy Limit	\$1,000,000.
Disease Each Employee	\$1,000,000.

### **Automobile Liability**

A policy or policies with 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.

### **Disability**

A policy or policies providing appropriate disability benefits in accordance with Sec. 220 (8) of the Disability Benefits Law.