

Albany County Request for Contract Approval

Contract #	2024-2472
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Thursday, November 14, 2024
Contact Person	DeGaetano, Laura
Contact Phone	518-447-5670
Vendor Info	Hudson Valley Agribusiness Development Corporation 507 Warren St. 2nd Floor , Hudson, NY 12534
Estimated Amount	\$25,000.00
Estimated Term	1/1/2025 to 12/31/2027
Scope of Services	HVADC will provide programs to county farmers and municipalities that are designed to support the growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, and agricultural development support. This partnership was recommended in the adopted County Agricultural and Farmland Protection Plan and is budgeted in the 2025 budget.
Budget Line Item	AA8020 - 44465 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

Albany County
Department of Economic Development, Conservation and Planning
112 State Street, Room 1310
Albany, NY 12207-2021
Telephone: (518) 447-5670
<http://www.albanycounty.com>

MEMORANDUM

TO: Contract Administration Board
CC:
FROM: Laura DeGaetano
DATE: November 14, 2024
RE: CAB Review
SUBJECT: Partnership Renewal with Hudson Valley Agribusiness Development Corporation

Please find attached materials supporting a funded partnership with Hudson Valley AgriBusiness Development Corporation (HVADC). This partnership was recommended in the adopted County Agricultural and Farmland Protection Plan and is currently budgeted for in the Department's 2025 budget.

As a partner, HVADC will provide programs to county farmers that are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, and agricultural development support.

If you have any questions about the proposal or require additional information, please feel free to contact me at your convenience at 447-5670.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Laura DeGaetano
Economic Development Conservation and Planning

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: November 20, 2024

RE: Sole Source Letter

I am in receipt of your sole source letter for Hudson Valley Agribusiness Development Corporation.

I approve this sole source and concur with your recommendation in the amount of \$25,000 to Hudson Valley Agribusiness Development.

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

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORPORATION
FOR THE PROVISION OF PROGRAMS TO PROMOTE
ENTERPRISES AMONG COUNTY FARMERS

Contract No. 2024-1608

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Hudson Valley Agribusiness Development Corporation, a New York not-for-profit corporation with a principal address at 507 Warren Street, 2nd Floor, Hudson, New York 12534 (hereinafter, the "Contractor"). The County and the Contractor 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 vested interest in promoting and encouraging farm and farm-related enterprises throughout Albany County to effectively marshal and utilize technological, organizational, and funding opportunities to improve and expand those enterprises; and

WHEREAS, the Contractor's mission is to develop and provide innovative solutions that create dynamic agricultural entrepreneurship and enhance economic growth in the Hudson Valley, and supporting policies and regulations that recognize and support New York State's agricultural economy; and

WHEREAS, the Contractor has offered to provide services to establish the relationship between the County and the Contractor and;

WHEREAS, recognizing the importance of farming and related agricultural businesses, the County has accepted the offer of the Contractor; 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: this Agreement; and the Contractor's Proposed Agreement, which is incorporated by reference and made a part hereof.
- 1.2 In the event of any discrepancy, disagreement, or agreement or ambiguity among the Contract Documents, 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 Contractor's Proposed Agreement.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide programs and services to Albany County Farmers that are designed to support growth and development of agriculture and related industries. These services shall include:

1. Providing technical assistance to farmers and farm-related/farm-dependent businesses applying for funding or implementing awards from various public and private sources including but not limited to: USDA Value Added Grant, USDA Rural Business Enterprise Grants, SBA, EDA, NYS Consolidated Funding Applications, etc.
2. Providing planning services to local farmers and farm-related/farm-dependent business seeking to diversify production.
3. Providing expansion counseling to local farmers and farm-related/farm-dependent businesses seeking to add process capacity and expand operations to make room for the next generation.
4. Supplying new farm and farm-related/farm-dependent businesses referrals for site search selection opportunities to locate in Albany County.
5. Providing referrals to the County's Industrial Development Agency (IDA) for consideration of funding support.
6. Providing representation and technical support to ensure farms and farm-related/farm dependent business interests are included in NYS Regional Economic Development Councils' plans and implementation.
7. Providing local farm product sourcing for regional commercial and institutional buyers.
8. Providing development and promotion of farm and local business sourcing to support agri/culinary-tourism and educate the community members and markets of the role local sourcing plays in economic development through the Hudson Valley Bounty Program and regional branding.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS as full compensation for all services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment in full shall be due upon full execution of this Agreement. Payment shall be made upon Contractor having submitted to the Albany County Department of Economic Development, Conservation and Planning a duly executed Albany County Claim Form and voucher. Upon acceptance of Contractor's claim form, it shall be forwarded to the Albany County Comptroller and payment rendered.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2024 and continue in effect until December 31, 2024.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 The County shall have the right at any time to terminate this Agreement by written notice of such termination provided to Contractor by the County. In the event of such termination of this Agreement, Contractor shall be entitled to compensation for all work heretofore authorized and performed pursuant to this Agreement. In the event that compensation to Contractor and reimbursement to the County cannot be determined on the basis of services having been performed, then and in that event, reimbursement shall be made on a pro-rata basis based upon the date of termination.
- 6.2 In the event of a breach by Contractor of any of the terms of this Agreement, Contractor shall pay to the County all direct and consequential damages caused by such breach including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the contract work together with the County's own costs incurred in procuring a substitute Contractor.

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. 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, gender identity or expression, military status, sex, marital status, or disability, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or 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 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory 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 work/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/services shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. 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 23. 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 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

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 § 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. General Municipal Law § 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 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986) and all other policies and procedures of the County.

27.2 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.

27.3 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.

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

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

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

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

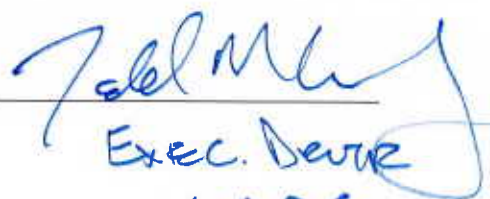
COUNTY OF ALBANY

DATED: 4/18/24

BY: 
Daniel P. McCoy
Albany County Executive
or
Michael P. McLaughlin
Deputy County Executive

HUDSON VALLEY AGRIBUSINESS
DEVELOPMENT CORPORATION

DATED: 2/20/24

BY: 
Exec. Dir.
HVADC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2024, 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.:

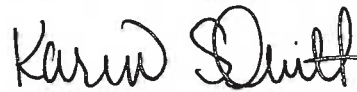
On the 18th day of April, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in 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
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

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

On the 28th day of February, 2024, before me, the undersigned, personally appeared Todd Erling, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Karin Sterritt
Notary Public, State of New York
Reg. No. 01ST6324097
Qualified in Greene County
Commission Expires May 4, 2027

SCHEDULE A

INSURANCE COVERAGE

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 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.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for 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

Albany County Request for Contract Approval

Contract #	2024-2549
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Friday, November 29, 2024
Contact Person	Ford, Eric
Contact Phone	518-447-7789
Vendor Info	Albany Leadership Charter School 19 Hackett Blvd., Albany, NY 12208
Estimated Amount	\$35,000.00
Estimated Term	12/2/2024 to 12/1/2025
Scope of Services	" Girls Rising: Empowerment & Wellness Program " a comprehensive tobacco and substance use prevention initiative aimed at educating middle and high school students on the risks associated with tobacco, vaping, and substance use.
Budget Line Item	AA8020 - 44976 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



HON. JOANNE
CUNNINGHAM
CHAIRWOMAN

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

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

HON. WANDA WILLINGHAM
DEPUTY CHAIRWOMAN

November 8, 2024

Albany County Legislature

RE: Albany County Improvement Initiative Grant Opportunity

The Albany County Legislature, in conjunction with the Albany County Department of Health and the Albany County Executive's Office is offering additional funding for the purposes of tobacco and substance use prevention education in schools.

This county-wide initiative is crucial for addressing the alarming rise in tobacco, vaping, and substance use among teens and young adults. Tobacco addiction is a chronic, relapsing condition that presents complex health challenges and impairs brain development. The process of quitting is difficult, compounded by stress, stigma, and insufficient support, which is why prevention education is important. Further, smoking is a significant contributor to various cardiovascular diseases, respiratory conditions, lung cancers, societal challenges, and the leading cause of preventable deaths in Albany County.

The increase in vaping and marijuana use among teens and young adults presents significant concerns due to the associated health risks, including addiction, impaired brain development, and potential long-term damage to lung tissue. These substances can disrupt cognitive and emotional development, elevate the risk of addiction, and potentially lead to the use of more harmful substances. Furthermore, regular use can result in social and behavioral issues, such as disengagement and disassociation from educational and extracurricular activities.

Tobacco and substance use education prevention programs funded through this initiative aim to reduce the initiation of substance use among children and youth, promote cessation among youth, and minimize exposure to secondhand smoke. Our school systems serve as community hubs where students spend a significant portion of their day engaging with their peers and educators. Making resources available and accessible for all students during their most critical years when habits and behaviors are forming is a significant step forward to successfully reduce smoking and substance use.

Individual grant awards will be up to \$60,000, depending on the scope and quality of the proposals submitted.

Applications should be submitted to the Albany County Legislature via email to Elena.Cenko@albanycountyny.gov.

Submission Timeline:

- Applications to be accepted starting Friday, November 8, 2024

- Application acceptance ends Close of Business (COB) Friday, November 22, 2024

Application Process

The application process for the Albany County Improvement Initiative Grant is multi-step:

- 1) **Proposal Submission:** The Albany County Legislature solicits applications from eligible project sponsors. Applications must include:
 - a) An executive summary detailing the program;
 - b) A breakdown of anticipated expenses;
 - c) A benefits statement as to how the project will help with preventing substance and tobacco use among youth, including projected impact;
 - d) An overview highlighting the need for assistance; and
 - e) How this program will fit into a larger curriculum related to tobacco and substance use prevention education.
- 2) **Review and Scoring:** Each proposal is reviewed and scored by staff of the Albany County Legislature, Albany County Department of Health and the Albany County Executive's Office.
- 3) **Funding Recommendations:** Based on the reviews of the designated graders, the Albany County Legislature will make recommendations on which projects should be funded. There is no guarantee that applications received by Albany County Legislature will ultimately be awarded funding.

Eligible Criteria

1. Public school districts and charter schools within Albany County applying for funding to:
 - o Hire, train, and support additional tobacco and substance use education;
 - o Launch public education campaigns; and
 - o Create media awareness campaigns that can reach children and young adults (utilizing Facebook, Instagram, Twitter, TikTok, Snapchat, Threads, etc.);
2. Private individuals, non-profits organizations, and other non-public entities may also apply; or
3. Organizations that partner with schools to bring educational workshops, training programs, and resources focused on tobacco and substance use prevention and elimination.

Please note: Organizations previously awarded may still be eligible to receive funding if the funding is intended to expand beyond the services and outreach provided in the initial proposal.

Project Criteria

Programs must demonstrate that they will provide at least one of the following:

- (a) Education designed for school-age children and young adults that, at minimum, addresses tobacco use prevention and cessation strategies and the dangers of tobacco use;
- (b) Counseling regarding the use of all types of tobacco products, including electronic cigarettes or other vaping devices;
- (c) Programs that address prevention and cessation methods for various types of drugs;
- (d) Training for teachers, health professionals, and others regarding tobacco and electronic cigarettes use, including cessation and prevention methods;
- (e) Activities to prevent the sale or furnishing by other means of cigarettes or tobacco products to minors; or

- (f) Programs that are designed to eliminate health disparities among segments of the population that have higher than average tobacco burdens.

Additionally, all respondents must:

- (g) Submit a completed application meeting all requirements; and
- (h) Demonstrate the capacity to administer and implement the program effectively.



Albany County Improvement Initiative Grant Opportunity
Albany Leadership Charter School for Girls
Girls Rising: Empowerment & Wellness Program #SistersAboveSubstances

A. Executive Summary:

Founded in 2010, Albany Leadership Charter School for Girls is a single gender school which serves girls grades 6 through 12 who reside throughout the Capital Region. Our goal is to prepare, empower, and encourage our girls to successfully transition to post-secondary education. We believe that education should be available and attainable for all girls, and that by eliminating false gender stereotypes, fostering a love of learning and leadership, and setting high standards, we know that our daughters will rise to the challenge. Albany Leadership Charter School for Girls (ALCS) prides itself on being the first public, charter, female-only high school in New York State, and it considers this one of its primary distinctive qualities. For the past twelve years, our mission has been to “prepare young women to graduate from high school with the academic and leadership skills necessary to succeed in college and the career of their choosing.” ALCS continues to operate with this mission at heart, with consistent higher graduation rates than the City of Albany school district.

Currently, we have 400 students enrolled in grades 6-12 and 90% of our girls receive free or reduced lunch. We offer college courses, small size classrooms, and address the whole student, outside of academics (poverty, food scarcity, social/emotional/health, family.) Our student demographic makeup consists of 72% of African American, 12% of Caucasian, 9% multiracial and 7% Asian or American Indian.

In addition to a focus on academic excellence and the pursuit of postsecondary endeavors, ALCS also underscores the importance of strong character through its core C.L.E.A.R. Values and commitment to service learning. ALCS’s C.L.E.A.R. values are College and Career Readiness,

“Together We Lead, Together We Succeed.”

ALCS High School • 19 Hackett Blvd. • Albany, New York 12208
ALCS Middle School • 75 Park Avenue • Albany, New York 12202
Phone (518) 694-5300 • Fax (518) 694-5307
www.albanyleadership.org



Leadership, Empowerment, Accountability and Resolve and Resiliency, and these values are reinforced in every facet of school life. All ALCS students are required to complete a minimum of 100 hours of community service by graduation through our Service-Learning Program. Through the fulfillment of this requirement, our graduates are able to fully ascertain that the mark of a true leader is service.

Albany Leadership Charter School for Girls (ALCS) proposes the "**Girls Rising: Empowerment & Wellness Program**" a comprehensive tobacco and substance use prevention initiative aimed at educating middle and high school students on the risks associated with tobacco, vaping, and substance use. This program will utilize evidence-based strategies to deliver interactive workshops, counseling sessions, and peer-led activities that promote healthy, informed choices. By embedding this program into the existing health curriculum, ALCS aims to reduce substance initiation, enhance awareness, and support cessation efforts among students, aligning with Albany County's goal of addressing rising tobacco and substance use in youth.

Our current Health Education course is designed to equip students with the essential 21st-century skills needed to lead safe and healthy lives. Students are challenged through common assessments embedded in realistic, health-related scenarios that are highly relevant to adolescents. With the support of grant funding, we can enhance this program by incorporating innovative strategies and resources that align with the Common Core, New York State, and national standards.

"Together We Lead, Together We Succeed."

ALCS High School • 19 Hackett Blvd. • Albany, New York 12208
ALCS Middle School • 75 Park Avenue • Albany, New York 12202
Phone (518) 694-5300 • Fax (518) 694-5307
www.albanyleadership.org



B. Budget: Breakdown of Anticipated Expenses:

Personnel Costs:

- Health Educator (to develop and deliver a program): \$20,000

*Six-month contract (January - June 2025)

- Staff training workshops: \$5,000

Program Materials:

- Educational resources (brochures, digital content): \$2,500
- Incentives for student participation: \$1,500

Workshops & Counseling:

- Guest speakers and specialists: \$10,000
- Mental health and support counseling sessions: \$8,000

Promotional Campaigns:

- Social media outreach (utilizing Facebook, Instagram, TikTok): \$5,000
- Community awareness materials: \$2,000

Total Anticipated Expenses: \$55,000

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C. Benefits Statement and Projected Impact:

The **Girls Rising: Empowerment & Wellness Program** will have a multi-faceted impact on reducing substance and tobacco use among youth. The program's goals include lowering initiation rates through education on the health risks of tobacco and substance use, fostering a supportive environment for students to make healthier choices, and offering counseling to those in need. Projected outcomes include a measurable reduction in tobacco and vaping rates within the student population, enhanced awareness of the long-term health effects of substance use, and increased access to prevention and cessation resources.

D. Overview of the Need for Assistance:

ALCS has identified a pressing need for structured tobacco and substance prevention education, as an increasing number of students are exposed to these risks through social media and peer influence. As a high-need school serving a diverse student body, many students face socioeconomic challenges that may increase vulnerability to substance use. Additional funding is essential to provide the resources and personnel necessary to implement an impactful, sustained prevention program.

E. Program Integration with Tobacco and Substance Use Prevention Education:

This program will integrate seamlessly with the health curriculum by introducing specific modules on substance use prevention and risk management. Students will benefit from interactive sessions that reinforce their knowledge through real-life applications, helping to solidify positive behavior patterns. ALCS will also conduct ongoing assessments to ensure the program's relevance and efficacy, adjusting as necessary to meet evolving educational and health standards.

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Program Proposal:

" **Girls Rising: Empowerment & Wellness Program** " is a targeted tobacco and substance use prevention program designed for middle and high school girls attending Albany Leadership Charter School for Girls. The program's primary objective is to address health disparities among students from communities with higher-than-average tobacco use rates, focusing on prevention and cessation strategies. Through culturally relevant curriculum and support structures, "Healthy Futures for Girls" aims to empower students with the knowledge, skills, and resources needed to resist the initiation of tobacco and vaping use, support cessation efforts, and ultimately promote a culture of health and resilience.

Program Components:

1. Student-Focused Curriculum on Tobacco Prevention and Cessation

Prevention Education: The curriculum will explore the dangers of tobacco use, vaping, and other forms of substance use, emphasizing how these habits disproportionately affect health in certain communities. Lessons will cover the risks associated with nicotine addiction, impaired cognitive development, and long-term respiratory and cardiovascular health impacts.

Cessation Strategies: Students will learn evidence-based methods for resisting peer pressure to use tobacco products, along with strategies for quitting for those who may already be experimenting with nicotine. Workshops will introduce mindfulness exercises, stress-reduction techniques, and alternative coping mechanisms to address triggers and prevent relapse.

Personal and Social Impact: Interactive discussions will address the broader impact of tobacco use on families and communities. Students will learn about the social and economic consequences of tobacco addiction, equipping them to make informed choices that benefit their health and well-being.

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2. Teacher Training on Tobacco and E-Cigarette Cessation and Prevention

Understanding Tobacco Use Among Youth: Training will begin with a foundational module on the prevalence and appeal of tobacco and vaping products among young people, exploring how the tobacco industry markets to youth. Teachers will learn to identify warning signs of tobacco use and engage students in conversations about health and well-being.

Evidence-Based Cessation and Prevention Techniques: Teachers will be trained on techniques for supporting cessation and prevention. Sessions will include guidance on motivational interviewing, empathetic communication, and effective intervention strategies that allow students to feel supported and heard.

Building a Supportive Classroom Environment: Training will emphasize creating an inclusive, supportive classroom environment where students feel comfortable discussing health challenges. This approach includes teaching mindfulness, empathy exercises, and group activities that build camaraderie, making it easier for students to openly discuss substance use concerns.

Resource and Referral Training: Teachers will receive a list of resources for additional support, such as counseling services and hotlines. They will be trained to connect students to these resources when further assistance is needed.

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3. Workshops and Interactive Peer Activities

Peer-Led Discussion Groups: Regular peer-led discussions will allow students to share their thoughts and experiences in a safe, supportive space. This platform can foster open conversations about the pressures surrounding tobacco use, building collective resilience among students to counteract these pressures.

Health and Wellness Events: Health fairs and community events will invite health professionals to discuss topics such as lung health, mental wellness, and healthy lifestyle choices, reinforcing positive messages and promoting awareness.

Peer Ambassador Program: Select students can serve as Peer Ambassadors, responsible for promoting tobacco-free lifestyles among their classmates. Peer Ambassadors will receive special training in advocacy and leadership, enabling them to support the program's goals within the school community.

4. Evaluation and Impact Measurement

Pre- and Post-Program Surveys: Students will complete surveys to assess their knowledge, attitudes, and behaviors related to tobacco use both before and after participation in the program.

Focus Groups and Feedback: Focus groups with students and teachers will be conducted periodically to gather qualitative feedback, which will inform any necessary adjustments to the program.

Tracking Program Outcomes: Outcomes such as reductions in tobacco experimentation, increased awareness of health risks, and improved student engagement in cessation will be

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measured. The data collected will support ongoing improvements and funding opportunities for the program.

5. Addressing Health Disparities

Culturally Relevant Education Materials: Program materials will be tailored to resonate with students from diverse backgrounds, recognizing how cultural contexts influence health behaviors and choices.

Targeted Community Outreach: Community health professionals will be invited to participate in program events, ensuring students see relatable role models who exemplify healthy, tobacco-free lifestyles.

6. Social Media Outreach and Awareness:

We will create and capture digital outreach by developing strategic media campaigns on various digital channels. This includes but isn't limited to Instagram, Facebook, and TikTok. Examples of media include:

- **Engaging Video Content:** Short, attention-grabbing videos featuring community health professionals discussing the benefits of tobacco-free living and offering tips for maintaining healthy habits. These videos can leverage trends on platforms like TikTok or Instagram Reels to reach a broader audience.
- **Interactive Stories and Polls:** Instagram and Facebook stories with interactive elements like polls, quizzes, or question boxes to educate and engage students and their families on tobacco use prevention.
- **Infographics and Carousel Posts:** Visually appealing graphics highlighting statistics, facts, and practical advice about the impact of tobacco use and how to maintain a healthy lifestyle.

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- **Testimonial Spotlights:** Posts featuring testimonials from students or community health professionals who have embraced a tobacco-free lifestyle, providing relatable and inspirational content.
- **Live Q&A Sessions:** Hosting live sessions on Facebook or Instagram with health professionals to answer students' questions and discuss the importance of staying tobacco-free.

This multi-platform approach will ensure a broad and diverse reach, resonating with both students and the wider community.

Alignment with Curriculum and Broader Health Education Goals: " **Girls Rising: Empowerment & Wellness Program** " will integrate with Albany Leadership Charter School's broader health curriculum, expanding students' understanding of personal health and social responsibility. By embedding the program within the school day, students will receive consistent reinforcement on tobacco and substance use prevention. The program's focus on real-life applications and practical skills ensures that students will retain and apply this information well beyond the classroom.

This initiative will create a lasting impact on the health and well-being of ALCS students, empowering them to make choices that support lifelong health and resilience.

Contact:
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Phone: (518) 694- 5300 ext. 313

Neal Currie, Interim Chief Executive Officer
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Albany County Request for Contract Approval

Contract #	2024-2560
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Friday, November 29, 2024
Contact Person	Ford, Eric
Contact Phone	518-447-7789
Vendor Info	Black Nurses Coalition, Inc. 42 Swan St., Albany, NY 12210
Estimated Amount	\$20,000.00
Estimated Term	12/2/2024 to 12/1/2025
Scope of Services	Provision of an Albany County Women's Health Initiative program.
Budget Line Item	AA8020 - 44976 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



HON. JOANNE CUNNINGHAM
CHAIRWOMAN

HON. WANDA WILLINGHAM
DEPUTY CHAIRWOMAN

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NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
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November 8, 2024

Albany County Legislature

RE: Albany County Women's Health Initiative Grant Opportunity

The Albany County Legislature, in conjunction with the Albany County Department of Health and the Albany County Executive's Office has announced the availability of \$150,000 for the purposes of promoting women's health through education, service distribution, and promotion of resources, including specific programs such as health screenings, workshops, mental health services, and community outreach initiatives.

This county-wide initiative is crucial for addressing disparities in health outcomes among women, trans, and gender non-conforming individuals, while also emphasizing the need for better health education for these groups. Women's health encompasses a wide range of issues, including menstruation, pregnancy and family planning, sexual and reproductive health, and menopause, as well as prevention and treatment of various chronic illnesses that affect both men and women but disproportionately impact women.

An intersectional approach to women's health examines how factors such as race, ethnicity, socioeconomic status, sexuality, disability, and nationality create and exacerbate barriers to obtaining equitable and effective healthcare services, resources, and education. Women encounter various obstacles in accessing healthcare, including sociocultural barriers, like stigma, cultural beliefs, negative attitudes, poor health literacy, and language issues; financial barriers, such as poverty, unemployment, and high service costs; and structural barriers, including inaccessible transportation, lack of insurance coverage, and insufficient information about the healthcare system.

Organizations funded through this initiative should aim to alleviate these barriers, address health disparities faced by women and other historically marginalized groups, provide education on women's health issues, improve health literacy, and enhance healthcare accessibility. Priority will be given to organizations that propose evidence-based interventions aimed at reducing health disparities, improving health literacy, and expanding access to care, particularly in underserved communities. The inability of many women and marginalized individuals to access proper healthcare services or health education can lead to negative health outcomes. Ensuring that resources, services, and education are readily available for those who need them is a significant step toward addressing health disparities.

Successful programs will demonstrate measurable improvements in health literacy, increased access to women's health services, and reduced healthcare disparities for marginalized communities. This initiative is open to organizations providing services to women, trans and non-binary individuals, and all individuals assigned female at birth who face barriers to healthcare access.

Individual grant awards will be up to \$40,000, depending on the scope and quality of the proposals submitted.

Applications should be submitted to the Albany County Legislature via email to Director of Intergovernmental and Legislative Affairs, Elena.Cenko@albanycountyny.gov.

Submission Timeline:

- Applications to be accepted starting Friday, November 8, 2024
- Application acceptance ends Close of Business (COB) Friday, November 22, 2024

Application Process

The application process for the Albany County Women's Health Initiative Grant is multi-step:

- 1) **Proposal Submission:** The Albany County Legislature solicits applications from eligible project sponsors. Applications must include:
 - a) An executive summary detailing the program;
 - b) A breakdown of anticipated expenses;
 - c) A benefits statement outlining how the project will promote health education, increase access to services, and reduce health disparities, including projected impact;
 - d) An overview highlighting the need for assistance. The funding request must clearly demonstrate that the funds are not intended to cover personal expenses, staffing salary increases, or any staffing-related costs; and
 - e) How this program promotes and provide resources aimed at reducing the barriers teens, women, trans, non-binary, and gender non-conforming individuals are facing daily.
- 2) **Review and Scoring:** Each proposal is reviewed and scored by staff of the Albany County Legislature, Albany County Department of Health, and the Albany County Executive's Office.
- 3) **Funding Recommendations:** Based on the reviews of the designated graders, the Albany County Legislature will make recommendations on which projects should be funded. There is no guarantee that applications received by Albany County Legislature will ultimately be awarded funding.

Eligible Criteria

- Community based organizations, homeless shelters, women's shelters, private individuals with demonstrated expertise, non-profit organizations, and other non-public entities are eligible to apply for funds to:
 - Provide pregnancy and family planning education to teens, women, trans, gender non-conforming individuals;
 - Launch public health education campaigns;
 - Provide services and implement evidence-based interventions that strengthen perinatal and postnatal support structures;
 - Launch public awareness education on the importance of pre-screenings;
 - Create media awareness campaigns that can reach teens, women, trans, non-binary, and gender non-conforming individuals who are going through menopause, cancers and other reproductive health barriers (utilizing Facebook, Instagram, Twitter, TikTok, Snapchat, Threads, etc.); and
 - Create a program to tackle barriers to healthcare access, including cultural stigma, financial limitations, lack of transportation, and poor health literacy.

Project Criteria

Programs must demonstrate that they will provide at least one of the following:

- (a) Education designed for teens, women, trans, non-binary, or gender non-conforming individuals;

- (b) Promote health screenings, including those for cancer and chronic illnesses;
- (c) Programs that promote early detection screenings;
- (d) Implement programs that are grounded in scientific research and have proven effectiveness in addressing health disparities in marginalized communities; or
- (e) Programs that are designed to eliminate health disparities among segments of the population that have higher than average health disparities.

Additionally, all respondents must:

- (f) Submit a completed application meeting all requirements; and
- (g) Demonstrate the capacity to administer and implement the program effectively.

BLACK NURSES COALITION, INC
“HEADLIGHTS ON”
BREAST CANCER AWARENESS PROGRAM

FUNDING REQUEST: \$40,000

BNC EIN: 471821106

NYS VENDOR SFS: 1100281769

BNC SAM: C1ADVF387CD5

SUBMITTED BY: Dr. Brenda Robinson, DNP, DPS, MSN, FNP-BC
CEO, BNC

Application Process-Page 1

Executive Summary Page 1

Budget page 3

Eligibility: Page 4

Project Criteria: Page 5

Additional: Page 5

Work Plan/Deliverable: Page 6

I. APPLICATION PROCESS

A. EXECUTIVE SUMMARY

“HEADLIGHTS ON” BREAST CANCER AWARENESS

Healthcare disparities continue to exist and disproportionately impact women, especially Black women. Women face serious challenges to health care, especially women of color. It is imperative that funding is allocated to the elimination of health disparities and the promotion of health equity. Black women have a 41% higher breast cancer death rate than White women. This is a hard reality as Black women have a lower incidence of Breast Cancer; the math does not add up. The Black Nurses Coalition has existed for over 10 years, in the forefront, on the battle ground, working to improve negative outcomes of people of color and those of low socioeconomic levels. The Black Nurses Coalition (BNC) has made a large footprint on Breast Cancer Awareness. Our program, “Headlights On”, will help decrease the chasm of health inequities of Black Women and breast cancer.

Black women have a higher breast cancer mortality rate than White women. There are many factors that contribute to the higher mortality. Women are impacted by gender bias such as being less likely to receive CPR compared to a man and lower hospitalizations than men. Black women are negatively impacted by gender and race, and also more likely to be in a lower socioeconomic status. Stereotypes, biases, racism in healthcare, impact care received. This results in maltreatment, untimely-substandard care, which also breeds distrust, fear, elimination of health prevention, along with all the other negative health impacts. Unequal treatment in healthcare has been recognized by the Institute of Medicine in 1999, and existed prior and continues to thrive today. and not skipping a beat, as many scholars continue to document. Black women are diagnosed at a later stage when diagnosed, and more advanced. Black women are 50% more likely to have triple negative breast cancer, the most aggressive form of breast cancer. Black women are less likely to be offered the newest treatment, “Headlights On” is a strong advocate for equal access and also provider support during visits and treatment. According to the National Institute of Health, Black women are three times more likely to be diagnosed with triple negative breast cancer.

Conclusion

Racism in healthcare, as well as all the other factors noted above, have placed a heavy negative health burden on Black women, especially with breast cancer. According to Dr. Robinson, “41% higher breast cancer death rate of Black Women compared to White women is unacceptable and an injustice”. Change is multifaceted. “Headlights On” is part of the change needed. This program provides culturally competent health education delivery, reaching Black women where they are; making change. This program will build on the trust BNC has established in Albany County communities, especially in the Black and marginalized communities. These communities have been negatively impacted by disparities on a huge scale. This program combats the impact of biases, myths, miseducation, fear and other barriers.... provides support, education, and advocacy. This program will provide free pre-screenings, assist with obtaining mammograms, and follow up as needed. Healthcare management and navigation is also woven into all BNC programs. BNC has proven to be effective as evidenced by the BNC Breast Cancer Awareness Walk in Arbor Hill and other programming. This Walk, along with our “Pink Out” elevates breast cancer health disparities, awareness, and provides advocacy, support and empowerment in the minority neighborhood gravely impacted by breast cancer. “Headlights On” increases needed access to healthcare.

B. EXPENSE BREAKDOWN

BUDGET: "HEADLIGHTS ON "BREAST CANCER AWARENESS

GRANT REQUEST: \$40, 000

BREAST CANCER SIMULATOR/ TEACHING AIDES	3000	breast cancer physical models aide in education, hands on training, and retention of information
FLYERS/PAMPHLETS/ADVERTISEMENT/HANDOUTS	6000	public awareness education
EVENT SUPPLIES -	6000	public awareness, events for women to be comfortable to receive information, demonstrate and ask questions
SPACE	4000	space needed to provide programming and prescreening
BREAST CANCER SIGNAGE	2500	huge signage for breast cancer awareness and resource contact information
POSTAGE	2500	breast cancer awareness education mailings
INCENTIVES	4500	resources to encourage prescreening and mammograms
TRANSPORTATION	3000	transportation for prescreening/screening and events for women
SCREENING/MAMMOGRAM OUT OF POCKET COSTs	5000	funding to remove barriers of poverty or low income
SOCIAL MEDIA ADS BREAST CANCER AWARENESS	3500	media footprint to reach more women, young and old
	40000	

C. BENEFIT STATEMENT

Black women have a 41% higher breast cancer death rate than White women. This program will target minorities, especially Black Women, and underserved communities in Albany County. The BNC “HEADLIGHTS ON” Breast Cancer Awareness Program will: A) promote health education by providing structured breast cancer awareness programming, culturally competent education and hands on demonstrations; B) increase access to services by providing pre-screenings and facilitate mammograms and health management, including access to primary care; C) reduce health disparities by removing and addressing barriers such as low-income/poverty, by providing free services and being directly in the community served; and D) all the above reflects the project impact of this program.

D. The NEED FOR ASSTIANCE OVERVIEW

The BNC has submitted a detailed budget and justification. There are no staffing related costs. The funding for this program will provide funding directly to the community and to support the elimination of the disparities that plague Black Women dying of breast cancer, many preventable deaths.

E. PROGRAM PROMOTION

The “Headlights On” Breast Cancer Awareness Program is aimed to reduce and eliminate barriers of all women, regardless of their sexual orientation. BNC has a relationship with and serves all women. For example, BNC has provided Covid-19 Vaccine clinics at In Our Own Voices during he height of Covid-19 , as we did around the Tri-City area. We support all to come as they are.

II. ELIGIBLE CRITERIA

BNC is a non-profit organization. We are applying to:

- a. Launch a Breast Cancer Awareness Campaign
- b. Launch public awareness education and actual prescreening for Breast Cancer
- c. Create Media Awareness campaigns for Breast Cancer Awareness of Women
- d. “Headlights ON” will be the created program to tackle barriers to health access, financial limitation, transportation, cultural stigma, and poor literacy.

III. PROJECT CRITERIA

- A.** Breast Cancer Awareness is for all women, all ages. “Headlights On” will provide education and service to all women as BNC has demonstrated in the past. Our 5th Annual Breast Cancer Awareness Walk is a prime example of service to all women across the spectrum, especially Black Women.
- B.** This program will promote health screenings for Breast Cancer as noted in the executive summary and out benefit statement above.
- C.** Our program is grounded in research and lived experiences. Women are more than just statistics, but we use these statistics to support our efforts and monitor progress.
- D.** This program is surely designed to eliminate health disparities as Black Women are dying at such a high rate of breast cancer.

Additionally:

-Completed application above.

-BNC Capacity to administer and implement this program effectively:

BNC has the compacity to implement this program. We have contractors and dedicated volunteers that have helped bring other great programs to our community. We have proven to be able to manage a budget with successful CDBG and other grants. We meet all our goals. We have proven to implement a program successful such as the BNC Health Academy which has won a prestigious award from the Albany Public School Administrator Association. We have 3 board certified healthcare providers on our team as well. All of whom are from the community, and can relate to those served who are negatively impacted.

BNC “ HEADLIGHTS ON “ BREAST CANCER AWARENESS DELIVERABLES

DELIVERABLE	ACTIVITY	OUTCOME
1. BREAST CANCER AWARENESS EDUCATION	EDUCATIONAL SESSIONS	*AT LEAST 5 EDUCATIONAL SESSIONS
	CREATE SOCIAL MEDIA PLATFORM	*MINIMUM 50 OVERALL ATTENDANCE
	EDUCATIONAL AD CREATION	*1 SOCIAL MEDIA PLATFORM CREATED WITH AN AD
	EDUCATION MAILING SIGNAGE	*AT LEAST 1 BREAST CANCER EDUCATION MAILING *VISIBLE SIGN CREATED IN AN UNDERSERVED MINORITY AREA
	COMMUNITY OUTREACH	*PRE AND POST BREAST CANCER WALK ENGAGEMENT 12202, 122204,12206,12210 ZIP CODES
2. BREAST CANCER SCREENINGS	PRE-SCREENING WITH REFERRAL AS NEEDED	*50 WOMEN PRE-SCREENED WITH REFERRALS AS NEEDED
	BREAST EXAM EDUCATION	*80 WOMEN BREAST EXAM EDUCATION WITH RETURN DEMONSTRATION
	BREAST EXAM RETURN DEMONSTRATION	*50 WOMEN UTILIZING BREAST CANCER MODELS
3. PROGRAM EVALUATION	PRE-POST SURVEYS	*AT LEAST 20 PRE/POST SURVEYS COMPLETED
	GOOGLE DOC QUESTIONNAIRE DATA COLLECTION	*ABOVE AVERAGE RATING MINIMUM EXCEL SPREADHSEET MAINTAINED

Albany County Request for Contract Approval

Contract #	2024-2561
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Friday, November 29, 2024
Contact Person	Ford, Eric
Contact Phone	518-447-7789
Vendor Info	Whitney Young Health 920 Lark Drive, Albany, NY 12207
Estimated Amount	\$20,000.00
Estimated Term	12/2/2024 to 12/1/2025
Scope of Services	Provision of an Albany County Women's Health Initiative program.
Budget Line Item	AA8020 - 44976 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



HON. JOANNE CUNNINGHAM
CHAIRWOMAN

HON. WANDA WILLINGHAM
DEPUTY CHAIRWOMAN

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WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

November 8, 2024

Albany County Legislature

RE: Albany County Women's Health Initiative Grant Opportunity

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 - Launch public health education campaigns;
 - Provide services and implement evidence-based interventions that strengthen perinatal and postnatal support structures;
 - Launch public awareness education on the importance of pre-screenings;
 - Create media awareness campaigns that can reach teens, women, trans, non-binary, and gender non-conforming individuals who are going through menopause, cancers and other reproductive health barriers (utilizing Facebook, Instagram, Twitter, TikTok, Snapchat, Threads, etc.); and
 - Create a program to tackle barriers to healthcare access, including cultural stigma, financial limitations, lack of transportation, and poor health literacy.

Project Criteria

Programs must demonstrate that they will provide at least one of the following:

- (a) Education designed for teens, women, trans, non-binary, or gender non-conforming individuals;

- (b) Promote health screenings, including those for cancer and chronic illnesses;
- (c) Programs that promote early detection screenings;
- (d) Implement programs that are grounded in scientific research and have proven effectiveness in addressing health disparities in marginalized communities; or
- (e) Programs that are designed to eliminate health disparities among segments of the population that have higher than average health disparities.

Additionally, all respondents must:

- (f) Submit a completed application meeting all requirements; and
- (g) Demonstrate the capacity to administer and implement the program effectively.



November 22, 2024

Ms. Elena Cenko
Director of Intergovernmental & Legislative Affairs
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, New York 12207

Dear Ms. Cenko:

Please accept the following application for the Albany County Women's Health Initiative grant opportunity, submitted by Whitney Young Health Center (WYH):

Executive Summary

In our effort to continue to engage our patients in proactively managing their health care at all ages and stages of life, the team at WYH proposes to enhance targeted women's health program through a three-pronged approach:

First, we propose the development and implementation of comprehensive women's wellness education programming. Our vision includes the development and implementation of short-term, cohort-based wellness programs developed for targeted populations. Reproducing a model that has been successful in prior years, our cohort-based wellness program will identify high-needs populations within our Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program that would benefit from intensive education, community, and support. Primarily, we see this model being useful for our refugee and immigrant patients who often have limited connection in a new community.

The cohort model is designed to initiate and facilitate engagement in health services beyond the WIC program, including ongoing primary care and behavioral health services, enhancing the quality and depth of care provided and ultimately improving short- and long-term health outcomes. We propose to develop a 6-week wellness program centered on topics such as: medical and health services for mothers and children, early childhood milestones and care, community services, behavioral health, health and wellness, and more. With funding provided by Albany County, we will deliver 3 women's wellness programs over the course of the 12-month funding period.

We also envision an element of this programming that involves a "pop-up" clinic approach to improve outcomes for our patients who require follow up care with external service providers. This model involves partnership with our Whitney on Wheels mobile medical unit to set up specialty early detection and cancer screening and care opportunities as an extension of our primary care space, and to provide access to services on site here at Whitney Young Health. Such specialty initiatives may include: cervical cancer screenings, colon cancer screening, behavioral health screening, sexually transmitted infection (STI) testing, vaccinations, eye exams, physical therapy,

and more. With funding provided by Albany County, we will deliver at least 3 women's wellness clinics over the course of the 12-month funding period.

Finally, funding will be used to improve the space for our WIC program to deliver wellness education programming, as well as to augment medical equipment in our women's health primary care units to better serve the women in our care. Space improvements will support the development of three private consultation offices to support individual and small group wellness education and counseling in support of the activities in this application. The proposed equipment improvements will significantly enhance the quality of care we provide to women, particularly those navigating high-risk pregnancies. The addition of a transvaginal probe for our existing ultrasound machine will allow for more precise imaging in early-term and high-risk pregnancies, enabling earlier detection and intervention for potential complications. Furthermore, the purchase of an additional ultrasound machine will reduce wait times and increase access to essential prenatal imaging, particularly for our pregnant patients who rely on timely and regular monitoring. These investments will strengthen our capacity to deliver comprehensive, patient-centered care, ultimately improving the health and well-being of the women and families we serve.

Breakdown of Expenses

Expense Item	Expense Description	Request Amount
Health Screening Clinics	Three community-based health screening clinics at WYH locations and community locations	\$10,000
Outreach and Engagement	Outreach and marketing efforts to promote program to target audiences	\$5,000
Event and Meeting Expenses	Food and beverage for participants for each session of the 6-week wellness programs.	\$2,500
Office Space Upgrades	Reconfiguration of WIC program space to create private counseling rooms to support one-on-one counseling and linkage to services	\$7,500
Equipment Upgrades	Upgraded medical equipment to facilitate improved medical services to patients	\$15,000
Budget Total		\$40,000

Benefits Statement

This project will promote health education by engaging underserved women in culturally tailored wellness programming, empowering them with knowledge about maternal and child health, preventive care, and community resources, as well as direct linkage to primary care. Further, the program will increase access to services through pop-up clinics, ensuring accessible, timely delivery of critical early detection and cancer screenings and treatments, particularly for those facing transportation and scheduling barriers. By targeting high-need groups, including immigrant and refugee women, the project will reduce health disparities, bridging gaps in care and addressing social determinants of health. Projected impacts include reaching 60 participants through cohort-based education, increasing access to specialty care to over 300 women, and improving outcomes for countless high-risk pregnancies through an investment in enhanced prenatal imaging and care.

Overview Highlighting Need for Assistance

Our funding request is focused on addressing critical gaps in access to health education, preventive care, and wellness resources for underserved women and families. The activities outlined in this application

are designed as supplementary activities aimed at educating women in marginalized populations about their health, the health of their children and families, and resources to promote health care. Additionally, the project is aimed at increasing the engagement of marginalized women in preventive and ongoing primary care. Funding will be used to design and implement new activities and invest in necessary improvements as seed funding to promote long term sustainability of activities. The requested funds will be used exclusively for program development, service delivery, and infrastructure enhancements, ensuring no allocation toward personal expenses, staffing salary increases, or other staffing-related costs.

Promotion of Resources for Marginalized Populations

This program is designed to reduce daily barriers faced by teens, women, trans, non-binary, and gender non-conforming individuals by addressing systemic and social challenges with accessible, inclusive health education and services. The cohort-based wellness programs provide culturally sensitive and tailored education on topics like reproductive health, mental wellness, preventive care, and navigating community resources. These sessions are inclusive of all gender identities, focusing on creating safe spaces for dialogue and learning that respect diverse experiences and needs.

By utilizing mobile clinics and “pop-up” care models, the program mitigates obstacles like transportation issues, scheduling conflicts, and lack of healthcare facilities in underserved areas. This ensures that participants, regardless of gender or identity, can access critical services such as early detection and cancer screenings, vaccinations, and behavioral health assessments.

Beyond physical health, the program incorporates mental health support and social connection opportunities, recognizing the compounded impact of societal discrimination and isolation experienced by marginalized groups. Resources like behavioral health screenings and peer support networks empower participants to engage in ongoing self-care and community building.

Contact Information:

For more information, please contact:

Christina Rajotte
Chief Development Officer
920 Lark Drive
Albany, NY 12207
(518) 465-4771 x4988
crajotte@wmyhealth.org

Albany County Request for Contract Approval

Contract #	2024-2562
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A8020 - Economic Dev, Conservation and Planning
Date Submitted	Friday, November 29, 2024
Contact Person	Ford, Eric
Contact Phone	518-447-7789
Vendor Info	Empowered Midwifery Care 2 Normanskill Blvd., Suite 206, Delmar, NY 12054
Estimated Amount	\$60,000.00
Estimated Term	12/2/2024 to 12/1/2025
Scope of Services	Provision of an Albany County Women's Health Initiative program.
Budget Line Item	AA8020 - 44976 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



HON. JOANNE CUNNINGHAM
CHAIRWOMAN

HON. WANDA WILLINGHAM
DEPUTY CHAIRWOMAN

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

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

November 8, 2024

Albany County Legislature

RE: Albany County Women's Health Initiative Grant Opportunity

The Albany County Legislature, in conjunction with the Albany County Department of Health and the Albany County Executive's Office has announced the availability of \$150,000 for the purposes of promoting women's health through education, service distribution, and promotion of resources, including specific programs such as health screenings, workshops, mental health services, and community outreach initiatives.

This county-wide initiative is crucial for addressing disparities in health outcomes among women, trans, and gender non-conforming individuals, while also emphasizing the need for better health education for these groups. Women's health encompasses a wide range of issues, including menstruation, pregnancy and family planning, sexual and reproductive health, and menopause, as well as prevention and treatment of various chronic illnesses that affect both men and women but disproportionately impact women.

An intersectional approach to women's health examines how factors such as race, ethnicity, socioeconomic status, sexuality, disability, and nationality create and exacerbate barriers to obtaining equitable and effective healthcare services, resources, and education. Women encounter various obstacles in accessing healthcare, including sociocultural barriers, like stigma, cultural beliefs, negative attitudes, poor health literacy, and language issues; financial barriers, such as poverty, unemployment, and high service costs; and structural barriers, including inaccessible transportation, lack of insurance coverage, and insufficient information about the healthcare system.

Organizations funded through this initiative should aim to alleviate these barriers, address health disparities faced by women and other historically marginalized groups, provide education on women's health issues, improve health literacy, and enhance healthcare accessibility. Priority will be given to organizations that propose evidence-based interventions aimed at reducing health disparities, improving health literacy, and expanding access to care, particularly in underserved communities. The inability of many women and marginalized individuals to access proper healthcare services or health education can lead to negative health outcomes. Ensuring that resources, services, and education are readily available for those who need them is a significant step toward addressing health disparities.

Successful programs will demonstrate measurable improvements in health literacy, increased access to women's health services, and reduced healthcare disparities for marginalized communities. This initiative is open to organizations providing services to women, trans and non-binary individuals, and all individuals assigned female at birth who face barriers to healthcare access.

Individual grant awards will be up to \$40,000, depending on the scope and quality of the proposals submitted.

Applications should be submitted to the Albany County Legislature via email to Director of Intergovernmental and Legislative Affairs, Elena.Cenko@albanycountyny.gov.

Submission Timeline:

- Applications to be accepted starting Friday, November 8, 2024
- Application acceptance ends Close of Business (COB) Friday, November 22, 2024

Application Process

The application process for the Albany County Women's Health Initiative Grant is multi-step:

- 1) **Proposal Submission:** The Albany County Legislature solicits applications from eligible project sponsors. Applications must include:
 - a) An executive summary detailing the program;
 - b) A breakdown of anticipated expenses;
 - c) A benefits statement outlining how the project will promote health education, increase access to services, and reduce health disparities, including projected impact;
 - d) An overview highlighting the need for assistance. The funding request must clearly demonstrate that the funds are not intended to cover personal expenses, staffing salary increases, or any staffing-related costs; and
 - e) How this program promotes and provide resources aimed at reducing the barriers teens, women, trans, non-binary, and gender non-conforming individuals are facing daily.
- 2) **Review and Scoring:** Each proposal is reviewed and scored by staff of the Albany County Legislature, Albany County Department of Health, and the Albany County Executive's Office.
- 3) **Funding Recommendations:** Based on the reviews of the designated graders, the Albany County Legislature will make recommendations on which projects should be funded. There is no guarantee that applications received by Albany County Legislature will ultimately be awarded funding.

Eligible Criteria

- Community based organizations, homeless shelters, women's shelters, private individuals with demonstrated expertise, non-profit organizations, and other non-public entities are eligible to apply for funds to:
 - Provide pregnancy and family planning education to teens, women, trans, gender non-conforming individuals;
 - Launch public health education campaigns;
 - Provide services and implement evidence-based interventions that strengthen perinatal and postnatal support structures;
 - Launch public awareness education on the importance of pre-screenings;
 - Create media awareness campaigns that can reach teens, women, trans, non-binary, and gender non-conforming individuals who are going through menopause, cancers and other reproductive health barriers (utilizing Facebook, Instagram, Twitter, TikTok, Snapchat, Threads, etc.); and
 - Create a program to tackle barriers to healthcare access, including cultural stigma, financial limitations, lack of transportation, and poor health literacy.

Project Criteria

Programs must demonstrate that they will provide at least one of the following:

- (a) Education designed for teens, women, trans, non-binary, or gender non-conforming individuals;

- (b) Promote health screenings, including those for cancer and chronic illnesses;
- (c) Programs that promote early detection screenings;
- (d) Implement programs that are grounded in scientific research and have proven effectiveness in addressing health disparities in marginalized communities; or
- (e) Programs that are designed to eliminate health disparities among segments of the population that have higher than average health disparities.

Additionally, all respondents must:

- (f) Submit a completed application meeting all requirements; and
- (g) Demonstrate the capacity to administer and implement the program effectively.

Albany County Women's Health Initiative Grant 2024

SUBMITTED BY:

LISA PRELLER

EMPOWERED MIDWIFERY CARE +
EVOLVE INTEGRATIVE HEALTH



www.empoweredmidwiferycare.com

Meet Lisa Preller

Biography

Lisa Preller's two-decade career as a Licensed Midwife has spanned physician-owned practices, hospital-run systems, small private practices, and now her own independently owned midwifery practice. Her extensive experience has cemented Lisa as a renowned leader in reproductive and hormonal health in the Capital Region, where she is recognized for her warm, compassionate, and knowledgeable care.



She fully advocates for each of her patients during their health journey. As a visionary midwife, teacher, and advocate, Lisa Preller leads Empowered Midwifery Care (EMC) and Evolve Integrative Health (EIH), reimagining reproductive and hormonal healthcare through a collaborative approach that emphasizes listening and choice.

Lisa's expertise spans hormonal support, perimenopause, menopause, pregnancy care, preconception counseling, well-person care, and contraceptive counseling, including IUD and Nexplanon insertions. She is also skilled in advanced gynecological procedures such as endometrial biopsies and colposcopies.

Lisa addresses each specialty with an unhurried, confident demeanor, empowering patients to engage fully and authentically to identify the best pathway forward. Lisa believes that every patient must receive individualized and evidence-based care that advocates for the whole person. Trust and empowerment are integral to Lisa's integrative approach that prioritizes collective learning, education and advocacy work. It is time for healthcare to be unhurried and courageous in its pursuit of transformative care.

1A Executive summary

Women, trans, and gender non-conforming individuals are currently facing unprecedented barriers to equitable healthcare. Empowered Midwifery Care addresses inequalities in the healthcare system by providing wraparound services such as well-person care, gynecological care, pregnancy care, teen health, family planning, preconception counseling, and advocacy and training.

EMC advocates for the whole patient by affirming each person's right to a fair healthcare experience. EMC is founded by licensed midwife Lisa Preller, who has been working with Capital Region communities since 2002 at Seton Health, St. Peter's Hospital, Dr. Sattar's OBGYN, and Albany OBGYN. EMC's mission is to provide high quality patient-centered healthcare that focuses on empowering the patient through choice, autonomy, and consent.

Under the midwifery model of patient-centered collaborative care, Preller has also developed Evolve Integrative Health, an integrative health and wellness center that works with all individuals who wish to identify the root causes of diverse medical issues.

EMC and EIH seek the support of the Albany County Women's Health Initiative Grant to carry out three initiatives that will improve access to quality healthcare for folks who experience health disparities due to their gender, sexuality, race, and class. The first program, **Empowered Parenting and Birth Initiative (EPBI)**, increases the frequency and diversity of care throughout the entire childbearing year. Providing comprehensive care during this critical period has been shown to increase positive maternal outcomes by decreasing the risk of Perinatal Mood and Anxiety Disorders (PMADs)[1] and other adverse physical and emotional outcomes.

The second program, **Holistic Health Equity Project (HHEP)**, builds on EMC's current work on integrative and functional medicine. The grant would enable EMC and EIH to broaden access to holistic approaches to medicine through educational resources, transportation for patients, and insurance assistance for LGBTQIA+, BIPOC, and underserved communities of the Albany population.

The third initiative is **Strength Through Transition Program (STTP)**, a trans doula program that provides a safe space and support system for transitioning people as they navigate the structures of a heteronormative healthcare system. With these three programs, EMC aims to significantly improve healthcare outcomes for women, trans, and gender non-conforming individuals in the Capital Region.

1B Anticipated Expenses

EMC seeks funding to provide educational workshops, classes, advertisements online and in the community, scholarships, insurance assistance, and community partnerships for reduced priced or free bus transportation. These efforts are aimed at decreasing maternal mortality/morbidity rates, improving breastfeeding outcomes, postpartum outcomes, and providing support for mental and physical health. Anticipated expenses:

	Program A: Empowered Parenting and Birth Initiative (EPBI)	Program B: Holistic Health Equity Project (HHEP)	Program C: Strength Through Transition Program (STTP)
Educational Workshops - Competency trainings such as. Doula training and trans-focused doula training - Speakers for staff + community - Conference to promote programs for community	\$10,000	\$10,000	\$ 10,000
Materials/Supplies - Space renovations; working space for consultations - Equipment (e.g. exam table, IV poll, refrigerator for medications, lighting, blood pressure cuff, etc.)	\$8,000	\$10,000	\$10,000
Contracted Staff Development of community advisory board	\$10,000	\$8,000	\$5,000
Transportation Support - Monthly bus passes - Uber/Lyft rides	\$4,000	\$4,000	\$4,000
Marketing/Outreach - Creation of marketing material - Social media community management - Specialist time to promote the program	\$3,000	\$3,000	\$3,000
Program Development + Expansion Education (e.g. training, workshops, speakers)	\$5,000	\$5,000	\$8,000
TOTAL	\$40,000	\$40,000	\$40,000

1C Benefits Statement

Program A: Empowered Parenting and Birth Initiative (EPBI)

One of the primary benefits of **EPBI** will be increasing access to women's health services especially during the childbearing year. EMC seeks to build on its current model of obstetric care by adding pre-pregnancy nutrition education, at-home postpartum support with lactation counselors, postpartum community support, and access to social workers. Currently, one postpartum appointment is covered by insurance, but EMC offers three follow-up appointments to track the health of people who have recently given birth. Typically insurance covers an 8-10 minute visit with a provider. Funding would permit EMC to provide even more support by offering a home postpartum visit by an RN as opposed to a telehealth visit, which can decrease hospital readmissions. A robust and comprehensive set of services during the childbearing year will benefit underserved members of our communities who may not have the time or resources to benefit from this type of care.

According to the 2022 Capital Region Community Health Needs Assessment, "Prenatal care and regular monitoring of health, may reduce disparities across racial and ethnic groups and also prevent negative birth outcomes." [2] In the Capital Region, there is a gap between the prenatal care that Black and Hispanic mothers receive as opposed to White non-Hispanic mothers. "High need neighborhoods in the Capital Region had 1.1 to 2.0 times higher rates of late or no prenatal care compared to NYS, excluding NYC." [3] EMC wants to address the gaps in early prenatal care and the postpartum period to ensure a high quality of life for mother, child, family, and the community at large. These programs will have longevity and the potential to grow and create positive change in the community. The plan for EMC is to present this model of care to insurance companies to reconsider their current offerings for maternal support during the childbearing year.

1C Benefits Statement

Program B: Holistic Health Equity Project (HHEP)

The **HHEP** will benefit the overall health of members of Capital Region communities by eliminating some of the financial and logistical barriers to integrative and functional medicine. As this programming is self-pay and not covered by insurance, funding would be used to provide financial support for patient visits so that folks who do not typically have access to integrative and functional medicine can benefit from personalized holistic care. With this program, Evolve Integrative Health seeks to increase health literacy through scholarships and community workshops on diverse healthcare topics to meet the needs and be of service to marginalized folks.

EIH wants to inform community members about healthcare issues such as hormonal changes in menopause, gynecological questions, hormonal imbalances such as PCOS, nutrition deficiencies, and more. In conjunction with educational resources, EIH seeks to alleviate financial and logistical burdens by providing insurance assistance and a partnership with the CDTA bus line for free transportation to EIH.

In addition to our current workshop offerings, EIH plans to add more community specific events for LGBTQIA+ and BIPOC folks and members of underserved communities. With these culturally responsive educational offerings EIH seeks to not only inform but inspire. Part of our health literacy strategy is to recruit the expertise of more healthcare professionals who reflect the communities we serve. We see strength and knowledge in our communities. With the **Holistic Health Equity Project**, EIH will improve the lives of Capital Region community members and their families.

1C Benefits Statement

Program C: Strength Through Transition Program (STTP)

STTP aims to benefit members of the trans community by supporting them through their transition with the help of a doula. A doula is a trained professional who provides emotional and practical support, information, advocacy, and opportunities for community building. Many trans individuals are alone in navigating what can be complicated medical processes that include research, appointments, and gender-affirming hormone therapies.

EIH aims to reduce health disparities for trans folks by providing individualized guidance for patients along their transition. The Strength Through Transition Program addresses gaps in healthcare for marginalized folks who do not have a full support network, while improving their health outcomes.

Individuals who participate in this program would receive financial assistance to hire a doula who would accompany them on appointments, advise on which questions to ask their medical providers, help with beginning gender-affirming hormone therapy, and provide resources for mental health support, community, education, and more.

Currently, there are national resources for navigating trans-related healthcare such as A4TE's Trans Health Project,[4] however a program for doula-like assistance that provides individualized guidance does not yet exist in our local area. With the support of the Albany County Women's Health Initiative Grant, the Capital Region can be a pioneer in reducing health disparities for transitioning people by streamlining support and healthcare related services.

1D Needs Statement

Maternal and women's health is directly related to population health. These three programs demonstrate that strong, healthy communities require comprehensive support. EMC and EIH address the needs outlined in New York State's Prevention Agenda by working to improve maternal health outcomes through prevention and intervention. [5]

Similar to New York State's Perinatal and Infant Community Health Collaboratives (PICHC) Initiative,[6] Preller's programming uses the Social Determinants of Health (SDOH), "economic stability, education access and quality, health care access and quality, neighborhood and built environment, and social and community context"[7] to deliver whole-person care.

According to the CDC, "Addressing differences in SDOH accelerates progress toward health equity, a state in which every person has the opportunity to attain their highest level of health." [8] The individuals who work with Preller consistently report high satisfaction for a medical experience that takes their perspective into consideration when providing medical recommendations and diagnoses.

With Empowered Midwifery Care and Evolve Integrative Health, Lisa Preller seeks to revolutionize how we think about a personalized, attentive, patient-centered healthcare experience. These programs are not only about providing necessary care, but using accessibility to reframe how we think about the relationship between health and community.

Client Feedback

“When my previous practitioner retired I worried about not finding another holistic person-centered provider. That concern was resolved when I met Lisa. In a system of care where people can often feel lost to big system demands and processes- Empowered Midwifery is a haven. I have complete confidence in Lisa’s skill as a medical professional and as a patient I feel seen, heard, respected, and valued. The culture of the practice is sincerely Health Care delivered in an authentic kind manner!”

“My wife is currently pregnant with our first child and going to Empowered Midwifery and seeing Lisa is the best decision we could have made. She is kind, compassionate and truly empowering. We always feel heard and seen and would highly recommend her care to anyone.”

“The comfort and confidence that Lisa’s presence brings to the delivery room is unexplainable. Her care, in every aspect, is top notch, always supportive, reliable, encouraging, and loving. Every step of my fertility journey, my pregnancies, any complications, my babies deliveries and all the in between have been positive and empowering with having Lisa by my side.”

“Lisa, and everyone at Empowered Midwifery, have been absolutely wonderful!! As a gynecology patient, I cannot recommend her "whole person" approach to my care. Lisa is calm, kind, compassionate, and caring. She always listens to what I want, and provides gentle evidence-based recommendations for my care! I cannot recommend her care enough!”

“Dr Preller & her staff have created a beautifully welcoming facility. As soon as you walk in, it feels comfortable and you are greeted with a smile at reception. Dr Preller is kind, knowledgeable, and understanding. She takes her time and never makes me feel rushed. She listened to my concerns and has a great team of specialists that she works with. I recommend her highly!”

1E Promoting and Providing Resources

EMC and EIH plan to promote and provide resources in the following ways:

Program A: Empowered Parenting and Birth Initiative (EPBI)

For this program, the grant would be utilized to pay contracted teachers and nurses to plan and deliver workshops, classes, visits, and trainings. Funding would also be dedicated to materials and renovations to create a space that is welcoming, safe, and fully equipped for class participants.

Workshops and classes:

- Pre-pregnancy Nutrition
- Family Planning
- Postpartum Planning
- Postpartum Support Groups
- Parenting Classes
- Lactation Support Group
- 1 on 1 Lactation Consultations
- Postpartum at-home visit by an RN within the first week opposed to telehealth

Program B: Holistic Health Equity Project (HHEP)

Funding would be used to jumpstart and develop the functional and integrative medicine business of Evolve Integrative Health. Funding would be directed towards scholarships, advertisements, transportation, trainings, and materials. This program would also utilize funding for workshops and educational programming such as speakers who would provide nutrition workshops, education about hormonal changes, perimenopause education, and more.

Program C: Strength Through Transition Program (STTP)

Funding for this program would develop the trans doula program and provide scholarships for individuals to hire a doula. Funds would also be dedicated to training doulas as well as marketing their services.

EMC and EIH seek the support of the Albany County Women's Health Initiative Grant to improve the overall health of everyone in the Capital Region by providing resources for teens, women, trans, non-binary, and gender non-conforming individuals. With these three programs EMC and EIH want to increase access to comprehensive care during the birthing year and functional and integrative medicine so that everyone may find the solutions they need to lead a healthy life.

Resources

- [1] The American College of Obstetricians and Gynecologists Perinatal Mental Health Tool Kit <https://www.acog.org/programs/perinatal-mental-health>
- [2] 2022 Capital Region Community Health Needs Assessment, p 121.
<https://www.albanycountyny.gov/home/showpublisheddocument/21608/637920051445700000>
- [3] 2022 Capital Region Community Health Needs Assessment, p 122.
- [4] A4TE's Trans Health Project <https://transhealthproject.org/>
- [5] New York State Prevention Agenda Promote Healthy Women, Infants, and Children Action Plan
https://www.health.ny.gov/prevention/prevention_agenda/2019-2024/docs/ship/hwic.pdf
- [6] Perinatal and Infant Community Health Collaboratives (PICHHC) Initiative
<https://www.albanycountyny.gov/home/showpublisheddocument/45797/638392686287670000>
- [7] Social Determinants of Health
<https://odphp.health.gov/healthypeople/priority-areas/social-determinants-health>
- [8] Why are SDOH important to CDC? <https://www.cdc.gov/about/priorities/why-is-addressing-sdoh-important.html>

Albany County Request for Contract Approval

Contract #	2024-2390
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	D5010 - Public Works
Date Submitted	Wednesday, October 9, 2024
Contact Person	Butterfield, Kevin
Contact Phone	+1 5184475675
Vendor Info	Clark Murals 8534 Mariaville Rd.,, Pattersonville, NY 12137
Estimated Amount	\$28,000.00
Estimated Term	11/1/2024 to 11/1/2025
Scope of Services	Clark Murals will design and install a mural along a section of the Helderberg-Hudson Rail Trail under the bridge that crosses over New Scotland Road in Slingerlands. This project aims to enhance the aesthetic appeal of the area surrounding the Rail Trail and to showcase local art.
Budget Line Item	CAPIT - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

Honorable Daniel P. McCoy
Albany County Executive
112 Sate St, 12th Floor
Albany, NY 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

Honorable Bruce Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle St, 1st Floor
Albany, NY 12207

Dear Contract Administration Board:

The Albany County Department of Public Works requests approval to contract with Clark Murals in order to design and install a mural along a section of the Helderberg-Hudson Rail Trail. This project aims to enhance the aesthetic appeal of the area surrounding the Rail Trail and to showcase local art.

Should you have any questions, please contact Kevin Butterfield at (518) 447-5675.

Sincerely,

Albany County Department of Public Works

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT OF PUBLIC WORKS



RFP# 2024-097

RAIL TRAIL ART INSTALLATION

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: Rail Trail Art Installation

RFP NUMBER: 2024-097

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP # 2024-097

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS 32024-097**

Sealed Proposals for **Rail Trail Art Installation** as requested by Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 30, 2024 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on August 1, 2024

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON *August 6th, 2024 at 12:00PM at the Rail Trail Bridge located adjacent to 699 Kenwood Ave, Slingerlands, NY 12159.* This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

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Pamela O Neill
Purchasing Agent

Dated: **July 26, 2024**
Albany, New York

PUBLISH ONE DAY – AUGUST 1, 2024-- THE EVANGELIST
PUBLISH ONE DAY – AUGUST 1, 2024 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
Helderberg-Hudson Rail Trail Art Installation
Mohawk Hudson Land Conservancy- ART on the Rail Trail
RFP #2024-097

RFP DISTRIBUTION- IMPORTANT NOTICE

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for ***Helderberg-Hudson Rail Trail Art Installation*** as requested by the Albany County Department of Public Works, in partnership with the ***Mohawk Hudson Land Conservancy Art on the Rail Trail (ART) Committee***.
- 1.2 ***The Albany County Department of Public Works is looking for qualified artists or artist teams to design and install a mural along a section of the Helderberg-Hudson Rail Trail under the bridge that crosses over New Scotland Road in Slingerlands. An add alternate option includes the painting of the bridge structure itself.***
- 1.3 ***This project aims to enhance the aesthetic appeal of the area surrounding the Rail Trail and to showcase local art. Eligible applicants must have proven experience in mural painting or large scale public art projects. The art can be any style, but should focus on the themes of history and nature that allow it to blend in with the surrounding community.***

1.4 . A PRE-PROPOSAL CONFERENCE WILL BE HELD ON August 6th, 2024 at 2:00PM at the Rail Trail Bridge located adjacent to 699 Kenwood Ave, Slingerlands, NY 12159. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on August 30th, 2024,** at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**

Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group

<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by **the Albany County Executive's Office, the Albany County Department of Public Works and the Mohawk Hudson Land Conservancy.**
- 2.9 **Final determination and selection of the winning proposal will be made solely by Albany County.**
- 3.0 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of yourself or your firm.
- 3.2 Identify your professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your experience with **producing murals or large scale public art projects**.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish yourself or your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

- 4.1 *Design/install and submit a conceptual plan for a mural on the underside abutment on the north side of the Rail Trail bridge that runs over the intersection of New Scotland Road. This space is 336' 10" long, and ranging from 5'2" to 14'3" high. All areas will be prepped and cleaned by the County prior to any installation. The art can be any style but should focus on the themes of history and/or nature. In addition to the conceptual plan the prospective proposers shall include with their proposal a timeline and a list of the types of products that will be used to install the mural.*
- 4.2 **ADD ALTERNATE#1 – Mural Extension Onto the Bridge- The following task is subject to funding approval by Albany County of Albany**

Design and submit a conceptual plan for installation and painting the bridge structure itself in such a way to compliment or pair with the mural. The bridge is treated with galvanization which may make it resistant to some paints.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be *one year starting on the date of receipt of funds.*

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

6.2 Provide an itemized budget for labor, supplies, and equipment.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

- 8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.
- 8.2 Proposals received will be evaluated by a committee with representation from the ***Albany County Executive's Office, the Albany County Department of Public Works and the Mohawk Hudson Land Conservancy***. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Section II Qualification	<u>30%</u>
Section III References	<u>10%</u>
Section IV Design/Plan Implementation	<u>40%</u>
Section V Cost Proposal	<u>20%</u>

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

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

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract

award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

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

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

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

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

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

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

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

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

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

SECTION 20: Section not in use

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 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, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to

bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

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

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the

Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Helderberg-Hudson Rail Trail Art Installation
RFP Number: 2024-097

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date

Number

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

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

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

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Proposal shall be addressed to:
- _____
- _____
- _____
- Phone: _____
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Helderberg-Hudson Rail Trail Art Installation
RFP Number: 2024-097

Submit a cost proposal as described in Section 4 Scope of Services.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☐ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. c) Property Tax Indicate the years the vendor failed to file.	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☐ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

SECTION I:

Request for Proposal

RFP #2024-097

Helderberg-Hudson Rail Trail Art Installation

Kevin Clark

8534 Mariaville Rd., Pattersonville, NY 12137

(518) 366-6875

Contact: Kevin Clark

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SECTION II: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of yourself or your firm.

Professional Profile

Dedicated and self-motivated artist with 30 years of experience as an illustrator, decorative painter, and muralist, operating independently under Clark Murals. Known for delivering outstanding work that consistently exceeds client expectations, I bring a high level of craftsmanship and attention to detail to every project. My expertise spans a wide range of techniques, including murals, decorative painting, marbling, gilding, wood graining, staining, fine art, illustration, and trompe l'oeil. In addition to my artistic work, I have substantial experience teaching art to both children and adults, fostering creativity and skill development in diverse audiences.

3.2 Identify your professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

Solo Artist

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

Kevin Clark

8534 Mariaville Rd., Pattersonville, NY 12137

(518) 366-6875

3.4 Detail your experience with **producing murals or large-scale public art projects.**

Over Thirty years' experience in producing large scale murals in upstate New York, New York City, Long Island and Florida. Regional work includes Troy Water Wheel, River Street Market (painted side of 6 story building), Troy Music Hall mural, Brown's Brewery and numerous interior murals for colleges, restaurants and private homes.

3.6 Provide any additional information that would distinguish yourself or your firm in its service to Albany County.

Over 30 years successful experience, well known and respected in the area and amongst fellow artists. Often hired by other mural companies and artists in Florida and NYC/Long Island area. Successful working relationships with a broad range of clients and municipalities and my murals have withstood the test of time.

Kevin Clark
(518) 366-6875
khdclark@yahoo.com
Instagram: @clarkmurals

Dedicated and self-motivated artist with 30 years of experience as an illustrator, decorative painter, and muralist, operating independently under Clark Murals. Known for delivering outstanding work that consistently exceeds client expectations, I bring a high level of craftsmanship and attention to detail to every project. My expertise spans a wide range of techniques, including murals, decorative painting, marbling, gilding, wood graining, staining, fine art, illustration, and trompe l'oeil. In addition to my artistic work, I have substantial experience teaching art to both children and adults, fostering creativity and skill development in diverse audiences.

Education :

BFA Syracuse University, 1990. VPA program, illustration.

Experience:

Residential interiors include but not limited to homes in Upstate NY., Vermont, Long Island, N.Y.C., Boston, Cape Cod, and Las Vegas. Commercial projects include sporting arenas, hospitals, schools, shopping centers, breweries, restaurants, and town municipalities

Partial list of commercial clients :

City of Troy, N.Y., Town of Amityville, N.Y.
R.P.I., Siena College, C.B.A., Guilderland Elementary School, Schenectady High School
Pepsi Arena, Latham Circle Mall, Crossgates Mall, VIA Rotterdam
Browns Brewery, Bighouse Brewery, Madison Brewing Company, Amity Ales
Albany River Rats, Albany Firebirds, Albany Attack
Schenectady International
Moose Creek Ltd.
Troy Music Hall

Ellis Hospital
Albany Aids Council
River Street Market
The Explorers Club , N.Y.C.
'Daryl's House', performance venue, Pawling, N.Y.

References available upon request.

SECTION III:

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

Garry Brown (518) 365-4846

417 River St. Troy, NY. 12180

Pip Muscerello (631) 219-2494

680 Jericho Turnpike, Huntington Station, NY. 11746

SECTION IV:

The project will draw inspiration from the golden age of travel posters, particularly the classic train posters that showcase expansive landscapes. My vision is to adapt this vintage style and imagery to promote the rail trail area. The design will feature a sweeping panorama, with Thacher Park on the left and the Albany skyline on the right. In the foreground, we'll display native plants, flowers, and trees, complemented by eye-catching illustrations of the birds, butterflies, insects, and other wildlife that make the area unique. Prominently superimposed will be text serving as an identification marker for those seeking a great spot to join the rail trail.

The wall surface will be prepped with a suitable primer and then coated with high-quality exterior paint. Application will be done using brushes and rollers, and a small ladder may be needed for the higher sections. The project is anticipated to take 30 to 60 days to complete, depending on weather conditions.







SECTION V:

Cost for project is \$28,000

Paint is expected to be estimated \$4,000

Rollers, brushes, containers, rags and other miscellaneous items related to mixing and applying paint estimated at \$1,000

Labor is \$23,000

Alternative #1

Cost of bridge painting.

Spray paint is expected to be \$3,000

Labor is \$22,000

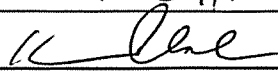
COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Helderberg-Hudson Rail Trail Art Installation
RFP Number: 2024-097

Submit a cost proposal as described in Section 4 Scope of Services.

COMPANY: CLARK MURALS
ADDRESS: 8534 MARIANVILLE RD
CITY, STATE, ZIP: PATTERSONVILLE NY 12137
TEL. NO.: 518 366 6875
FAX NO.: _____
FEDERAL TAX ID NO.: 109-68-3250
REPRESENTATIVE: _____
E-MAIL: KHDCLARK@YAHOO.COM
SIGNATURE AND TITLE 
DATE 8/21/24

CP3

Scanned with CamScanner

TITLE PAGE

Helderberg-Hudson Rail Trail Mural:

Proposal 1: Standard Mural Scope

RFP Number: 2024-097

Proposer Name: Jade Warrick and Quill Harrison

Address: 264 6th Ave Troy NY

Telephone Number: 832-928-2855

Contact Person: Jade Warrick



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SECTION II

Relevant Experience

Both muralist have extensive expertise in managing public art installations, working with community organizations, and creating impactful art that resonates with those who view it.

Jade Warrick

Jade Warrick, known as TrashKiD, merges art and social advocacy in New York's Capital Region. Originally from Los Angeles, she creates impactful murals and public art exploring community life, sparking conversations on development, healing, and rights. Founder of Amplified Voices, Warrick provides a platform for communities in underserved areas to express themselves through art and wellness programs. Her past role as Curator of Public Art in Troy, NY, alongside her current work with PBS's 'A House for Arts!', underscores her commitment to integrating art into communities. With extensive experience in arts education and programming, her work strives to profoundly impact individuals and communities. As a fervent arts advocate, she champions public and private investment, viewing the arts as essential for economic growth and community vitality. She advocates for funding, inclusive planning, and artist support to enhance quality of life.

JADE WARRICK

VISUAL ARTIST, MURALIST, AND ADVOCATE FOR COMMUNITY EMPOWERMENT THROUGH ART

Jade Warrick, aka as TrashKiD Art, is a visionary muralist and visual artist with a profound dedication to transforming urban landscapes into vibrant canvases that reflect and engage communities. With over a decade of experience, Jade’s murals are more than art; they are a dialogue with the community, advocating for social change, self advocacy, environmental justice, and inclusivity.

Her expertise extends to leading workshops, curating arts programs, and spearheading public art projects that foster community cohesion and empower underrepresented voices.

CONTACT INFO.



PHONE
(832) 928-2855



EMAIL
JadeWarrickTKArt@gmail.com



ADDRESS
Troy & Albany, NY

EDUCATION

- 2012 - 2016
BS in Marketing
University of Houston
- 2018
Principles of Designing for Humans
MichiganX
- 2019
MicroMasters® Program in Design Thinking
RITx
- 2021
Entering, Building, and Exiting Community
Urban Bush Women
- 2022
Cultural Blueprint for Healthy Communities
NOCD NY
- 2022
Catalysts for Change Leadership Program
The Community Foundation for the Greater Capital Region

CORE COMPETENCIES

- Mural Creation:** Expertise in conceptualizing and executing large-scale murals, adept in various styles from realistic to abstract, and thematic works focusing on social justice, environmental awareness, and community stories.
- Technical Skills:** Proficient in using boom lifts and scaffolding, ensuring safety and precision in executing murals on large or challenging surfaces.
- Artistic Techniques:** Mastery in aerosol spray painting, brushwork, stenciling, and digital design. Skilled in integrating color theory, composition, and perspective to produce visually compelling and impactful murals.
- Community Engagement:** Exceptional at leading workshops and programs that leverage art as a medium for social advocacy, mental health, and community empowerment.

CREATIVE EXPERIENCE

- 2024
Now
Workshop Facilitator
CREATE Community Studios | Troy, NY
 - Conduct weekly community-based workshops aimed at fostering creativity and wellness among participants.
 - Develop workshop content that resonates with diverse community members, promoting arts as a tool for community engagement.
- 2022
Now
TV HOST FOR A HOUSE FOR ARTS!
PBS WMHT | Troy, NY
 - Discover and connect with creatives throughout the NY region to showcase their work and stories on a leading public media platform.
 - Conduct in-depth pre-interviews and studio interviews, creating compelling narratives for television broadcast.
 - Craft and read wraps on the teleprompter, ensuring smooth transitions and engaging content for the audience.
- 2020
Now
Project Specialist,
Collectiveeffort | Troy, NY
 - Collaborate on community-building projects, focusing on enhancing organizational support and fostering meaningful community engagements.
 - Leads marketing initiatives that leverage arts and culture to strengthen community ties and promote inclusivity.

PUBLICATIONS

Contributed to Upstate's Creative Spark: How the Arts Is Catalyzing Economic Vitality Across Upstate New York

Contributed and Designed Black Brilliance: Navigating Well-Being with Purpose," Rutgers University.

ACHIEVEMENTS

Received the Consistent Excellence Annual Award from NYS CSEA Partnership in 2020 & 2021.

Emmy nominee for the "Bridging the Divide" Mural Initiative, highlighting commitment to community engagement and arts advocacy.

MEDIA

Please see my portfolio for all media inks.

2020
Now

Director of Programming and Community Impact

The Creative Good | Albany, NY

- Founded the art & wellness mural program Amplified Voices,
- Secures grant for youth art programming expansion.
- Leads strategic partnership development and program planning, ensuring alignment with community needs and objectives. community ties and promote inclusivity.

2022
2023

Director and Curator of Placemaking and Public Projects (Grant Based Role)

The Art Center | Troy, NY

- Led the "N. Central Troy Creates" program, enhancing community connection through art and raising \$124k in funding.
- Managed several artists and placemaking projects, such as The Fish Market Project.
- Managed public art and temporary project sites, developing activation concepts and fostering relationships with diverse stakeholders.

LARGE PUBLIC ART PROJECTS

(Please view more details on public / mural projects in my portfolio)

2023

TANGAN

Silverlake, CA

- In a dynamic collaboration with Soulustainable and fellow muralists, we crafted a mural honoring Tangán, Ecuador's indigenous lands.

2022

Gems of Troy

Troy, NY

- Transformed 32 bridge piers under the Hoosick Street Bridge into a vibrant public art gallery, merging urban landscape with community stories.

2020

Escape to Nature Where Peace Awaits

Albany, NY, 2020

- A large-scale mural depicting the themes of inner peace and ancestral connection.

PANELS & PUBLICATIONS

Contributions emphasize the intersection of art, community engagement, and education, underscoring the transformative power of arts in community advocacy and inclusion.

- **Panels:** ALA Conference 2022; YPN PechaKucha Night 2023; NYSATA Conference 2023 (Keynote Speaker); Creatives Rebuild New York x Center for an Urban Future 2024.
- **Publications:** Contributed insights on the economic vitality spurred by the arts in Upstate New York and co-authored works on navigating well-being with purpose, underscoring the pivotal role of art in societal wellness and identity.

Quill Harrison

Quill Harrison is a multi-passionate artist based in Upstate New York. Their artwork ranges from illustrations to murals. Within it, they show their experience as a black and queer artist as well as anxiety, existentialism, communication, and the ways humans connect with one another. They've had their artwork exhibited at the Arts Center of the Capital Region, Saratoga Arts, Albany Center Gallery, Opalka Gallery, and more. Currently, Quill is working as a freelance illustrator, a muralist, and exploring their studio practice. Also bird watching!

Quill Harrison

Education

2021

BFA, Art and Extended Media
Russell Sage College – Albany, NY

Murals

2023

Elusive Dreamer 10.5'x22', 2023, Troy Art Block Mural Fest, Troy, NY
Living garden 30'x6', Spirituality Center - Russell Sage College, 2023, Troy, NY
Sweet song 7'x14'', Emack & Bolio's Ice Cream, 2023, Albany, NY
Latham Ridge Elementary Mural, 6'x52' 2023, Latham, NY

2022

Troy Area United Ministries Mural 7'x40', 2022, Troy, NY
Waiting To Be Heard Painted Piano, 2022, Organ Colossal's
Street Piano Project, Troy, NY

2021

Observant As Ever 4'x8.5', 2021, Russell Sage College – Art +
Design building, Albany, NY

2019

Held Together 8'x8', 2019, NY Ignite Volunteer Festival, Albany
Capital Center, Albany, NY
Dear No One 7'x22', 2019, Russell Sage College – Art + Design building,
Albany, NY

Exhibitions

2023

Sticky Fingers – Paint Cohoes – Cohoes, NY group/invitational

2022

When One Door Closes – Hamilton Hill Arts Center - Schenectady, NY group/invitational

2021

Pieced Together – Albany public Library – Pine Hills branch - Albany, NY
group/regional/invitational
518 Artist Residency Exhibition – North Main Gallery - Salem, NY group/regional/artist
residency

More than a Sketchbook – Arts Center of The Capital Region - Troy, NY

group/regional/juried

BFA Art + Design Exhibition – Opalka Gallery - Albany, NY group/juried

120 Intercollegiate Regional Exhibition – Arts Center of The Capital Region - Troy, NY

group/regional/juried

2020

Silently loud – Smallbany Gallery - Albany, NY solo/gallery

120 Intercollegiate Regional Exhibition – Saratoga Arts – Saratoga Springs, NY

group/regional/juried

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried

2019

Members' Show – Albany Center Gallery - Albany, NY group/regional

Collective remix – 225 New Scotland Ave - Albany, NY group/invitational/pop-up
Exhibition

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried

Teaching Experience

2022

Summer Camp – 4 week art youth program - Arts Center of The Capitol Region, Troy, NY

2021

Amplified Voices – youth mural program – Honest Weight Food Co-op, Albany, NY

2020

Amplified Voices – youth mural program – Albany, NY

Residencies

2021

Salem Art Works 518 Artist Residency - Salem, NY

Publications

2022

New 10 ABC – “Troy Street Pianos spark musical sense of community”

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

2021

Times Union – “Mural adding a splash of color under Collar City Bridge”

Vernacular 52 - Art & Design Literary Publication

The Rev Magazine - Art & Design Literary Publication 2020

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

Vernacular 51 - Art & Design Literary Publication

Awards/Honors

2023

Honoree of the “FEAST – Dinner for a Cause” fundraising event hosted by TAUM 2021

2021

Scire Scholar honor: Awarded to a student who demonstrates high levels of academic achievement and scholarship in their program.

2019

Usher Fine Arts Award: For an outstanding fine arts student. - Sage College of Albany, NY
Dean’s List, 4 semesters - Sage College of Albany, NY

Jade Warrick Work Examples

[View Jades Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gems of Troy | **Location:** Troy, NY | **Date:** October 2022 | **Size:** 32 Highway Pillars

Collaboration: In partnership with The Arts Center of the Capital Region

Artwork Concept:

This public art project weaves a visual narrative beneath the Hoosick Street Bridge. Spanning a 500-foot underpass, transforming 32 bridge piers into a vibrant gallery that merges art with the urban landscape. Each mural segment captures unique community stories, symbolizing the unification of diverse neighborhoods and the bridging of socio-economic divides. This is than a series of murals; it's an evolving platform for interaction and connection, inviting residents to engage and resonate with the artwork. This project highlights the transformative power of art in public spaces, showcasing its role in fostering communal identity and urban renewal.

Learn more about this Project!

[Emmy Nominated Documentary](#)

[Watch Jade Warrick's PBS interview](#)

[Read More About the Mural](#)

[Q&A with Uniting Line Artist Jade Warrick](#)

Jade Warrick Work Examples Continued...



Project Overview:

Location: Albany, NY | **Date:** June, 2024

Collaboration: In partnership with Brighter Choice for Boys Charter School

Artwork Concept:

This mural at BCCS showcases the voices of over 200 students, transforming their ideas into a vibrant visual narrative. Each student's input was gathered through surveys, and the mural's composition was created through a student-led democratic process. Emphasizing collaboration, the mural encapsulates diverse experiences, rich symbolism, and vivid imagery that reflect the school's values and culture. This project highlights the power of student-artist partnership, fostering a sense of ownership and pride within the school community.

Jade Warrick Work Examples Continued...



Project Overview:

Location: Silverlake, CA | **Date:** July 2023

Collaboration: In partnership with Soulstainable, OBEY. & Dangerbird Records

Artwork Concept:

In collaboration with muralists and students, we created a mural honoring Tangán, Ecuador's indigenous lands. This artistic endeavor was not only a tribute but also a fundraising drive aimed at supporting reforestation efforts in Ecuador. The mural highlights the intersection of art and environmental action, demonstrating our commitment to making a tangible difference. The program successfully raised funds to send Don Ramiero, an indigenous caretaker, two llamas.

Jade Warrick Work Examples Continued...



Project Overview:

Title: Escape to nature; Where Peace Awaits| **Location:** Albany, NY |

Date: October 2020

Collaboration: In partnership with The Capital Walls Initiative

Artwork Concept:

This mural vividly portrays inner peace and ancestral connection. It features a young woman intertwined with nature, escaping a gray urban background, to be wrapped in flowers, a butterfly resting on her finger. This piece symbolizing tranquility and reflects Jade Warrick's bond with nature, a sanctuary where echoes of her Black ancestors resonate. It's a journey into a realm where creativity flourishes and self-reflection thrives, free from external stereotypes and constraints.

Learn more about
this Project!

[Read More About
the Mural Here](#)

[Read an Interview
from Jade About
the Mural Here](#)

Quill Harrison Work Examples

[View Quills Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gales of Spring | **Location:** Slingerlands, NY | **Date:** 2024

Collaboration: Art On the Rail & Mohawk Hudson on Land

Quill Harrison Work Examples Continued...



Project Overview:

Location: Troy, NY | Date: 2023

Collaboration: Troy Art Block

Quill Harrison Work Examples Continued...



Project Overview:

Title: The Living Garden | **Location:** Albany, NY | **Date:** 2023

Collaboration: Spirituality Center & NYSCA

Quill Harrison Work Examples Continued...



Project Overview: Location: Troy, NY | Date: 2022

Collaboration: United Ministries

SECTION III

References

Jade Warrick's Reference:

Gems of Troy Mural Project:

- Contact Person: Elizabeth Dubben
- Email address: edubben@collarworks.org
- Telephone: 518-285-0765

Quill Harrison's Reference:

Gems of Troy Mural Project:

- Contact Person: Tony Iadicicco
- Email address: director@albanycentergallery.org
- Telephone: 518-462-4775

SECTION IV

Plan Implementation

Conceptual Plan for the Mural

This mural will reflect a celebration of the deep connection between humanity and the natural world, a relationship that is both timeless and ever-evolving. It aims to capture the essence of Slingerlands, where nature's beauty and human stewardship come together to create a thriving ecosystem.

Why This Mural Matters:

Slingerlands is more than just a location; it is a sanctuary where the past, present, and future of nature are intricately woven together. The natural beauty of the area, from the rich biodiversity of the Pine Hollow Arboretum to the unique karst landscapes of the Alan Traino Preserve, tells a story of life in harmony with the environment. These spaces are not only home to a variety of plant and animal species but also serve as a source of inspiration and solace for the community. This mural seeks to honor and elevate this natural beauty, reminding us of the importance of preserving these precious landscapes for future generations.

The Role of Conservation:

In an era where environmental challenges are becoming increasingly urgent, Slingerlands, and all of Upstate New York, stands as a beacon of hope and a model of how communities can coexist with nature. The mural will highlight local nature and all that thrives within it, people included! By showcasing native flora and fauna, and tagging each by name, and where it's found locally, it will emphasize the importance of biodiversity and the role it plays in maintaining ecological balance. Depictions of greenery, flowing water, and wildlife will serve as a visual reminder of what we stand to gain through thoughtful conservation efforts.

Plan Implementation Continued...

Honoring the Original Stewards of the Land:

This mural will also be intentional about paying tribute to the original stewards of this land, the Haudenosaunee, whose ethical and sustainable practices have long guided our interaction with the environment. Incorporating elements of their traditional agricultural techniques, such as the “Three Sisters” method of planting corn, beans, and squash together, acknowledge their wisdom and respect for the earth. Their belief that humans are caretakers of the land, responsible for maintaining its health for future generations, aligns with modern ethical environmental values and remains highly relevant today.

Accessibility of Education and Information:

Education plays a crucial role in making this mural more than just an aesthetic piece—it becomes a catalyst for curiosity and learning. By integrating accessible educational elements into the mural (such as names and locations of elements shown) viewers are invited to engage more deeply with the visual narrative. This mural will feature educational components, and include 2 QR codes. One which will lead to the Department of Environmental Conservation website (or similar) for information about the conservation efforts depicted, the native species represented, and another QR code that goes the Iroquois Museum website (or similar) to highlight the historical significance of the Haudenosaunee’s contributions to local land stewardship.

By making information readily available, the mural encourages a continuous dialogue between the community and the environment, prompting viewers to not only appreciate what they see but to explore and learn more. This interactive approach fosters a deeper connection, making people more willing to engage with the subject matter and develop a personal investment in conservation.

Engaging the Community:

This mural is not just an art piece; it is a call to action. It invites every community member to reflect on their role in preserving the beauty and integrity of Slingerlands’ natural environment.

Plan Implementation Continued...

Visual Elements:

- **Native Flora and Fauna:** The mural will feature a vibrant array of local plants and animals, symbolizing the rich biodiversity of the area.
- **Haudenosaunee Symbolism:** Traditional motifs and symbols will be incorporated to honor the indigenous heritage and their sustainable practices.
- **Human Interaction:** Scenes of people engaging with nature, highlighting the theme of coexistence and stewardship.
- **Educational Components:** The mural will feature accessible educational elements, such as plaques or QR codes, providing additional information about conservation efforts, native species, and historical significance.

This mural will be a living testament to the beauty of nature, the power of community, and the importance of education. It will serve as a reminder that together, we can protect and nurture our environment, ensuring that the circle of life continues to thrive in Slingerlands and all of New York.

Implementation Plan:

- **Site Preparation:** Ensure the site is prepped, and necessary permissions are in place.
- **Design Finalization:** Submit the mural design for approval and allocate a 4-week period for this process.
- **Painting Execution:**
 - Scissor lifts or ladders will be used for high sections of the mural, as boom lifts are not required.
 - Paint the mural in stages, focusing on key elements of nature, conservation, and human interaction.
 - Apply final touches and protective coatings.
- **Safety and Logistics:** Ensure safety protocols are followed throughout the project.

Plan Implementation Continued...

Generalized Timeline:

- **Week 1:** Site preparation
- **Week 2-5:** Design finalization and approval process
- **Week 6-8:** Base layers and preliminary muraling
- **Week 9-10:** Final touches and protective sealing

SECTION V

Cost Proposal

Total Project Cost: \$25,000

Design and Planning: \$2,000

Materials: \$4,000

Labor: \$16,000

- Muralist 1 (Jade Warrick): \$8,000

- Muralist 2 (Quill): \$8,000

Equipment and Logistics: \$1,600

Insurance: \$1,400

.

TITLE PAGE

Helderberg-Hudson Rail Trail Mural:

Proposal 2: Community-Engaged Mural Project

RFP Number: 2024-097

Proposer Name: Jade Warrick and Quill Harrison

Address: 264 6th Ave Troy NY

Telephone Number: 832-928-2855

Contact Person: Jade Warrick



Table of Contents:

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SECTION II

Relevant Experience

Both muralist have extensive expertise in managing public art installations, working with community organizations, and creating impactful art that resonates with those who view it.

Jade Warrick

Jade Warrick, known as TrashKiD, merges art and social advocacy in New York's Capital Region. Originally from Los Angeles, she creates impactful murals and public art exploring community life, sparking conversations on development, healing, and rights. Founder of Amplified Voices, Warrick provides a platform for communities in underserved areas to express themselves through art and wellness programs. Her past role as Curator of Public Art in Troy, NY, alongside her current work with PBS's 'A House for Arts!', underscores her commitment to integrating art into communities. With extensive experience in arts education and programming, her work strives to profoundly impact individuals and communities. As a fervent arts advocate, she champions public and private investment, viewing the arts as essential for economic growth and community vitality. She advocates for funding, inclusive planning, and artist support to enhance quality of life.

JADE WARRICK

VISUAL ARTIST, MURALIST, AND ADVOCATE FOR COMMUNITY EMPOWERMENT THROUGH ART

Jade Warrick, aka as TrashKiD Art, is a visionary muralist and visual artist with a profound dedication to transforming urban landscapes into vibrant canvases that reflect and engage communities. With over a decade of experience, Jade’s murals are more than art; they are a dialogue with the community, advocating for social change, self advocacy, environmental justice, and inclusivity.

Her expertise extends to leading workshops, curating arts programs, and spearheading public art projects that foster community cohesion and empower underrepresented voices.

CONTACT INFO.



PHONE
(832) 928-2855



EMAIL
JadeWarrickTKArt@gmail.com



ADDRESS
Troy & Albany, NY

EDUCATION

- 2012 - 2016
BS in Marketing
University of Houston
- 2018
Principles of Designing for Humans
MichiganX
- 2019
MicroMasters® Program in Design Thinking
RITx
- 2021
Entering, Building, and Exiting Community
Urban Bush Women
- 2022
Cultural Blueprint for Healthy Communities
NOCD NY
- 2022
Catalysts for Change Leadership Program
The Community Foundation for the Greater Capital Region

CORE COMPETENCIES

- Mural Creation:** Expertise in conceptualizing and executing large-scale murals, adept in various styles from realistic to abstract, and thematic works focusing on social justice, environmental awareness, and community stories.
- Technical Skills:** Proficient in using boom lifts and scaffolding, ensuring safety and precision in executing murals on large or challenging surfaces.
- Artistic Techniques:** Mastery in aerosol spray painting, brushwork, stenciling, and digital design. Skilled in integrating color theory, composition, and perspective to produce visually compelling and impactful murals.
- Community Engagement:** Exceptional at leading workshops and programs that leverage art as a medium for social advocacy, mental health, and community empowerment.

CREATIVE EXPERIENCE

- 2024
Now
Workshop Facilitator
CREATE Community Studios | Troy, NY
 - Conduct weekly community-based workshops aimed at fostering creativity and wellness among participants.
 - Develop workshop content that resonates with diverse community members, promoting arts as a tool for community engagement.
- 2022
Now
TV HOST FOR A HOUSE FOR ARTS!
PBS WMHT | Troy, NY
 - Discover and connect with creatives throughout the NY region to showcase their work and stories on a leading public media platform.
 - Conduct in-depth pre-interviews and studio interviews, creating compelling narratives for television broadcast.
 - Craft and read wraps on the teleprompter, ensuring smooth transitions and engaging content for the audience.
- 2020
Now
Project Specialist,
Collectiveeffort | Troy, NY
 - Collaborate on community-building projects, focusing on enhancing organizational support and fostering meaningful community engagements.
 - Leads marketing initiatives that leverage arts and culture to strengthen community ties and promote inclusivity.

PUBLICATIONS

Contributed to Upstate's Creative Spark: How the Arts Is Catalyzing Economic Vitality Across Upstate New York

Contributed and Designed Black Brilliance: Navigating Well-Being with Purpose," Rutgers University.

ACHIEVEMENTS

Received the Consistent Excellence Annual Award from NYS CSEA Partnership in 2020 & 2021.

Emmy nominee for the "Bridging the Divide" Mural Initiative, highlighting commitment to community engagement and arts advocacy.

MEDIA

Please see my portfolio for all media inks.

2020
Now

Director of Programming and Community Impact

The Creative Good | Albany, NY

- Founded the art & wellness mural program Amplified Voices,
- Secures grant for youth art programming expansion.
- Leads strategic partnership development and program planning, ensuring alignment with community needs and objectives. community ties and promote inclusivity.

2022
2023

Director and Curator of Placemaking and Public Projects (Grant Based Role)

The Art Center | Troy, NY

- Led the "N. Central Troy Creates" program, enhancing community connection through art and raising \$124k in funding.
- Managed several artists and placemaking projects, such as The Fish Market Project.
- Managed public art and temporary project sites, developing activation concepts and fostering relationships with diverse stakeholders.

LARGE PUBLIC ART PROJECTS

(Please view more details on public / mural projects in my portfolio)

2023

TANGAN

Silverlake, CA

- In a dynamic collaboration with Soulustainable and fellow muralists, we crafted a mural honoring Tangán, Ecuador's indigenous lands.

2022

Gems of Troy

Troy, NY

- Transformed 32 bridge piers under the Hoosick Street Bridge into a vibrant public art gallery, merging urban landscape with community stories.

2020

Escape to Nature Where Peace Awaits

Albany, NY, 2020

- A large-scale mural depicting the themes of inner peace and ancestral connection.

PANELS & PUBLICATIONS

Contributions emphasize the intersection of art, community engagement, and education, underscoring the transformative power of arts in community advocacy and inclusion.

- **Panels:** ALA Conference 2022; YPN PechaKucha Night 2023; NYSATA Conference 2023 (Keynote Speaker); Creatives Rebuild New York x Center for an Urban Future 2024.
- **Publications:** Contributed insights on the economic vitality spurred by the arts in Upstate New York and co-authored works on navigating well-being with purpose, underscoring the pivotal role of art in societal wellness and identity.

Quill Harrison

Quill Harrison is a multi-passionate artist based in Upstate New York. Their artwork ranges from illustrations to murals. Within it, they show their experience as a black and queer artist as well as anxiety, existentialism, communication, and the ways humans connect with one another. They've had their artwork exhibited at the Arts Center of the Capital Region, Saratoga Arts, Albany Center Gallery, Opalka Gallery, and more. Currently, Quill is working as a freelance illustrator, a muralist, and exploring their studio practice. Also bird watching!

Quill Harrison

Education

2021

BFA, Art and Extended Media
Russell Sage College – Albany, NY

Murals

2023

Elusive Dreamer 10.5'x22', 2023, Troy Art Block Mural Fest, Troy, NY
Living garden 30'x6', Spirituality Center - Russell Sage College, 2023, Troy, NY
Sweet song 7'x14'', Emack & Bolio's Ice Cream, 2023, Albany, NY
Latham Ridge Elementary Mural, 6'x52' 2023, Latham, NY

2022

Troy Area United Ministries Mural 7'x40', 2022, Troy, NY
Waiting To Be Heard Painted Piano, 2022, Organ Colossal's
Street Piano Project, Troy, NY

2021

Observant As Ever 4'x8.5', 2021, Russell Sage College – Art +
Design building, Albany, NY

2019

Held Together 8'x8', 2019, NY Ignite Volunteer Festival, Albany
Capital Center, Albany, NY
Dear No One 7'x22', 2019, Russell Sage College – Art + Design building,
Albany, NY

Exhibitions

2023

Sticky Fingers – Paint Cohoes – Cohoes, NY group/invitational

2022

When One Door Closes – Hamilton Hill Arts Center - Schenectady, NY group/invitational

2021

Pieced Together – Albany public Library – Pine Hills branch - Albany, NY
group/regional/invitational
518 Artist Residency Exhibition – North Main Gallery - Salem, NY group/regional/artist
residency

More than a Sketchbook – Arts Center of The Capital Region - Troy, NY

group/regional/juried

BFA Art + Design Exhibition – Opalka Gallery - Albany, NY group/juried

120 Intercollegiate Regional Exhibition – Arts Center of The Capital Region - Troy, NY

group/regional/juried

2020

Silently loud – Smallbany Gallery - Albany, NY solo/gallery

120 Intercollegiate Regional Exhibition – Saratoga Arts – Saratoga Springs, NY

group/regional/juried

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried

2019

Members' Show – Albany Center Gallery - Albany, NY group/regional

Collective remix – 225 New Scotland Ave - Albany, NY group/invitational/pop-up
Exhibition

The Little Gallery Show - The little Gallery - Albany, NY group/regional/juried

Teaching Experience

2022

Summer Camp – 4 week art youth program - Arts Center of The Capitol Region, Troy, NY

2021

Amplified Voices – youth mural program – Honest Weight Food Co-op, Albany, NY

2020

Amplified Voices – youth mural program – Albany, NY

Residencies

2021

Salem Art Works 518 Artist Residency - Salem, NY

Publications

2022

New 10 ABC – “Troy Street Pianos spark musical sense of community”

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

2021

Times Union – “Mural adding a splash of color under Collar City Bridge”

Vernacular 52 - Art & Design Literary Publication

The Rev Magazine - Art & Design Literary Publication 2020

Times Union – “Albany Center Gallery murals conveying hope, go up at Albany Med”

Vernacular 51 - Art & Design Literary Publication

Awards/Honors

2023

Honoree of the “FEAST – Dinner for a Cause” fundraising event hosted by TAUM 2021

2021

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Dean’s List, 4 semesters - Sage College of Albany, NY

Jade Warrick Work Examples

[View Jades Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gems of Troy | **Location:** Troy, NY | **Date:** October 2022 | **Size:** 32 Highway Pillars

Collaboration: In partnership with The Arts Center of the Capital Region

Artwork Concept:

This public art project weaves a visual narrative beneath the Hoosick Street Bridge. Spanning a 500-foot underpass, transforming 32 bridge piers into a vibrant gallery that merges art with the urban landscape. Each mural segment captures unique community stories, symbolizing the unification of diverse neighborhoods and the bridging of socio-economic divides. This is than a series of murals; it's an evolving platform for interaction and connection, inviting residents to engage and resonate with the artwork. This project highlights the transformative power of art in public spaces, showcasing its role in fostering communal identity and urban renewal.

Learn more about this Project!

[Emmy Nominated Documentary](#)

[Watch Jade Warrick's PBS interview](#)

[Read More About the Mural](#)

[Q&A with Uniting Line Artist Jade Warrick](#)

Jade Warrick Work Examples Continued...



Project Overview:

Location: Albany, NY | **Date:** June, 2024

Collaboration: In partnership with Brighter Choice for Boys Charter School

Artwork Concept:

This mural at BCCS showcases the voices of over 200 students, transforming their ideas into a vibrant visual narrative. Each student's input was gathered through surveys, and the mural's composition was created through a student-led democratic process. Emphasizing collaboration, the mural encapsulates diverse experiences, rich symbolism, and vivid imagery that reflect the school's values and culture. This project highlights the power of student-artist partnership, fostering a sense of ownership and pride within the school community.

Jade Warrick Work Examples Continued...



Project Overview:

Location: Silverlake, CA | **Date:** July 2023

Collaboration: In partnership with Soulstainable, OBEY. & Dangerbird Records

Artwork Concept:

In collaboration with muralists and students, we created a mural honoring Tangán, Ecuador's indigenous lands. This artistic endeavor was not only a tribute but also a fundraising drive aimed at supporting reforestation efforts in Ecuador. The mural highlights the intersection of art and environmental action, demonstrating our commitment to making a tangible difference. The program successfully raised funds to send Don Ramiero, an indigenous caretaker, two llamas.

Jade Warrick Work Examples Continued...



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Title: Escape to nature; Where Peace Awaits| **Location:** Albany, NY |

Date: October 2020

Collaboration: In partnership with The Capital Walls Initiative

Artwork Concept:

This mural vividly portrays inner peace and ancestral connection. It features a young woman intertwined with nature, escaping a gray urban background, to be wrapped in flowers, a butterfly resting on her finger. This piece symbolizing tranquility and reflects Jade Warrick's bond with nature, a sanctuary where echoes of her Black ancestors resonate. It's a journey into a realm where creativity flourishes and self-reflection thrives, free from external stereotypes and constraints.

Learn more about
this Project!

[Read More About
the Mural Here](#)

[Read an Interview
from Jade About
the Mural Here](#)

Quill Harrison Work Examples

[View Quills Full Mural Portfolio Found Here \(weblink\).](#)



Project Overview:

Title: Gales of Spring | **Location:** Slingerlands, NY | **Date:** 2024

Collaboration: Art On the Rail & Mohawk Hudson on Land

Quill Harrison Work Examples Continued...



Project Overview:

Location: Troy, NY | Date: 2023

Collaboration: Troy Art Block

Quill Harrison Work Examples Continued...



Project Overview:

Title: The Living Garden | **Location:** Albany, NY | **Date:** 2023

Collaboration: Spirituality Center & NYSCA

Quill Harrison Work Examples Continued...



Project Overview: Location: Troy, NY | Date: 2022

Collaboration: United Ministries

SECTION III

References

Jade Warrick's Reference:

Gems of Troy Mural Project:

- Contact Person: Elizabeth Dubben
- Email address: edubben@collarworks.org
- Telephone: 518-285-0765

Quill Harrison's Reference:

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- Contact Person: Tony Iadicicco
- Email address: director@albanycentergallery.org
- Telephone: 518-462-4775

SECTION IV

Plan Implementation

Conceptual Plan for the Mural

This mural will reflect a celebration of the deep connection between humanity and the natural world, a relationship that is both timeless and ever-evolving. It aims to capture the essence of Slingerlands, where nature's beauty and human stewardship come together to create a thriving ecosystem.

Why This Mural Matters:

Slingerlands is more than just a location; it is a sanctuary where the past, present, and future of nature are intricately woven together. The natural beauty of the area, from the rich biodiversity of the Pine Hollow Arboretum to the unique karst landscapes of the Alan Traino Preserve, tells a story of life in harmony with the environment. These spaces are not only home to a variety of plant and animal species but also serve as a source of inspiration and solace for the community. This mural seeks to honor and elevate this natural beauty, reminding us of the importance of preserving these precious landscapes for future generations.

The Role of Conservation:

In an era where environmental challenges are becoming increasingly urgent, Slingerlands, and all of Upstate New York, stands as a beacon of hope and a model of how communities can coexist with nature. The mural will highlight local nature and all that thrives within it, people included! By showcasing native flora and fauna, and tagging each by name, and where it's found locally, it will emphasize the importance of biodiversity and the role it plays in maintaining ecological balance. Depictions of greenery, flowing water, and wildlife will serve as a visual reminder of what we stand to gain through thoughtful conservation efforts.

Plan Implementation Continued...

Honoring the Original Stewards of the Land:

This mural will also be intentional about paying tribute to the original stewards of this land, the Haudenosaunee, whose ethical and sustainable practices have long guided our interaction with the environment. Incorporating elements of their traditional agricultural techniques, such as the “Three Sisters” method of planting corn, beans, and squash together, acknowledge their wisdom and respect for the earth. Their belief that humans are caretakers of the land, responsible for maintaining its health for future generations, aligns with modern ethical environmental values and remains highly relevant today.

Accessibility of Education and Information:

Education plays a crucial role in making this mural more than just an aesthetic piece—it becomes a catalyst for curiosity and learning. By integrating accessible educational elements into the mural (such as names and locations of elements shown) viewers are invited to engage more deeply with the visual narrative. This mural will feature educational components, and include 2 QR codes. One which will lead to the Department of Environmental Conservation website (or similar) for information about the conservation efforts depicted, the native species represented, and another QR code that goes the Iroquois Museum website (or similar) to highlight the historical significance of the Haudenosaunee’s contributions to local land stewardship.

By making information readily available, the mural encourages a continuous dialogue between the community and the environment, prompting viewers to not only appreciate what they see but to explore and learn more. This interactive approach fosters a deeper connection, making people more willing to engage with the subject matter and develop a personal investment in conservation.

Engaging the Community:

This mural is more than an artwork; it is a call to action. It invites every community member to reflect on their role in preserving the natural beauty of Slingerlands. By involving the community in the workshops and the design process, we foster a sense of ownership and pride in the project. This collective engagement ensures that the mural reflects the shared vision and values of the local residents.

Plan Implementation Continued...

Visual Elements:

- **Native Flora and Fauna:** The mural will feature a vibrant array of local plants and animals, symbolizing the rich biodiversity of the area.
- **Haudenosaunee Symbolism:** Traditional motifs and symbols will be incorporated to honor the indigenous heritage and their sustainable practices.
- **Human Interaction:** Scenes of people engaging with nature, highlighting the theme of coexistence and stewardship.
- **Educational Components:** The mural will feature accessible educational elements, such as plaques or QR codes, providing additional information about conservation efforts, native species, and historical significance.

This mural will be a living testament to the beauty of nature, the power of community, and the importance of education. It will serve as a reminder that together, we can protect and nurture our environment, ensuring that the circle of life continues to thrive in Slingerlands and all of New York.

Plan Implementation Continued...

Community Workshops

Workshop 1: Recycling Practices and Creating from Our Environment

This workshop will focus on debunking common myths about recycling and exploring best practices within the recycling industry. Participants will learn how to differentiate between what can truly be recycled and what often ends up as waste despite recycling efforts. The workshop will also emphasize the importance of conservation and introduce indigenous methods of environmental stewardship, particularly those that remain relevant and applicable today. We will also speak on what participants will want to see reflected in the mural.

- **Understanding Recycling:** Participants will engage in a discussion about recycling myths and truths. We will break down how the recycling process works, what items can be effectively recycled, and how to reduce waste through more thoughtful consumption practices.
- **Creative Reuse of Materials:** The second part of the workshop will focus on repurposing “trash” and “junk” from the environment to create art. From plastic bottles to pinecones, participants will use discarded and natural materials found around Slingerlands to create their own art pieces. This hands-on activity will illustrate how we can use what we already have in our environment to reduce waste and promote sustainability.
- **Indigenous Practices:** As a backdrop to these modern recycling practices, the workshop will briefly highlight indigenous conservation methods, such as the Haudenosaunee’s sustainable relationship with nature. These principles of land stewardship, emphasizing respect and balance, will serve as a reminder that sustainable practices are not new but have deep historical roots.

Plan Implementation Continued...

Community Workshops

Workshop 2: Rail Trail Bike Ride and Nature-Inspired Art

This outdoor workshop offers participants a unique opportunity to connect with the natural beauty of Slingerlands through a guided bike ride along the local rail trail. The experience will help participants observe their environment in new ways, focusing on the native plants, animals, and landscapes that make Slingerlands special. The goal is to translate these observations into creative inspiration for the mural.

- **Connecting with Nature:** The workshop will begin with a group bike ride along the rail trail. Participants will be encouraged to closely observe their surroundings—taking note of the local flora, fauna, and landscape features that stand out to them. We will provide insight into the native species and the unique environmental features of the area, fostering a deeper appreciation for Slingerlands' biodiversity.
- **Drawing Session:** Following the ride, participants will gather for a drawing session where they will sketch the elements they found most inspiring during the ride. The drawings and ideas generated during this session will be incorporated into the mural's design, ensuring the final artwork reflects the community's personal connection to the environment.
- **Reflection and Sharing:** Participants will have the chance to discuss what inspired them and share their sketches with the group. This reflective process will not only deepen participants' connection to nature but also reinforce the mural's theme of conservation and the relationship between humans and the natural world.

Plan Implementation Continued...

Implementation Plan:

- **Site Preparation:** Ensure the site is prepped, and necessary permissions are in place.
- **Design Finalization:** Submit the mural design for approval and allocate a 4-week period for this process.
- **Painting Execution:**
 - Scissor lifts or and ladders will be used for high sections of the mural, as boom lifts are not required.
 - Paint the mural in stages, focusing on key elements of nature, conservation, and human interaction.
 - Apply final touches and protective coatings.
- **Safety and Logistics:** Ensure safety protocols are followed throughout the project.

Generalized Timeline:

- **Week 1: Workshop 1 (Conservation and Recycling)**
- **Week 2: Workshop 2 (Bike Ride and Drawing Session)**
- **Week 3-6: Design approval process**
- **Week 7-12: Base layers preliminary muraling, and detailing**
- **Week 13: Final touches and sealing**
- **Week 14: Community reveal event**

SECTION V

Cost Proposal

Total Project Cost: \$36,000

- **Community Engagement: \$5,000**
 - This includes facilitation of both workshops, food, materials for the workshops (e.g., art supplies, snacks), and logistics.
- **Design and Planning: \$4,000**
 - Design development, community feedback integration, and revisions.
- **Mural Execution: \$25,600**
- **Paints and materials: \$5,000**
- **Machinery and logistics: \$1,600**
- **Labor for muralists: \$16,000 (\$8,000 each for Jade Warrick and Quill)**
- **Additional labor/logistics costs: \$3,000**
- **Insurance: \$1,400**
-

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Muralist

Title

NA/ Independent Contractors

Company Name

9/5/2024

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

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

On this Thurs day of 6th, 2024, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR Jade Warrick and Quill Harrison			
2. VENDOR'S LEGAL BUSINESS NAME Independent Contractor		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 264 6th ave Troy NY 12182		7. TELEPHONE NUMBER 832-928-2855	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail Jade Warrick Muralist 832-92-2855 Jadewarricktkart@gmail.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☒ No a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. c) Property Tax Indicate the years the vendor failed to file.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☐ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner  *Quill H*

Address

Printed Name of Signatory Jade Warrick ; Quill Harrison

City, State, Zip

Title Muralist

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

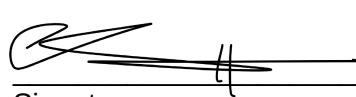
Signature

9/5/2024

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

 Quill H

Signature

Muralist

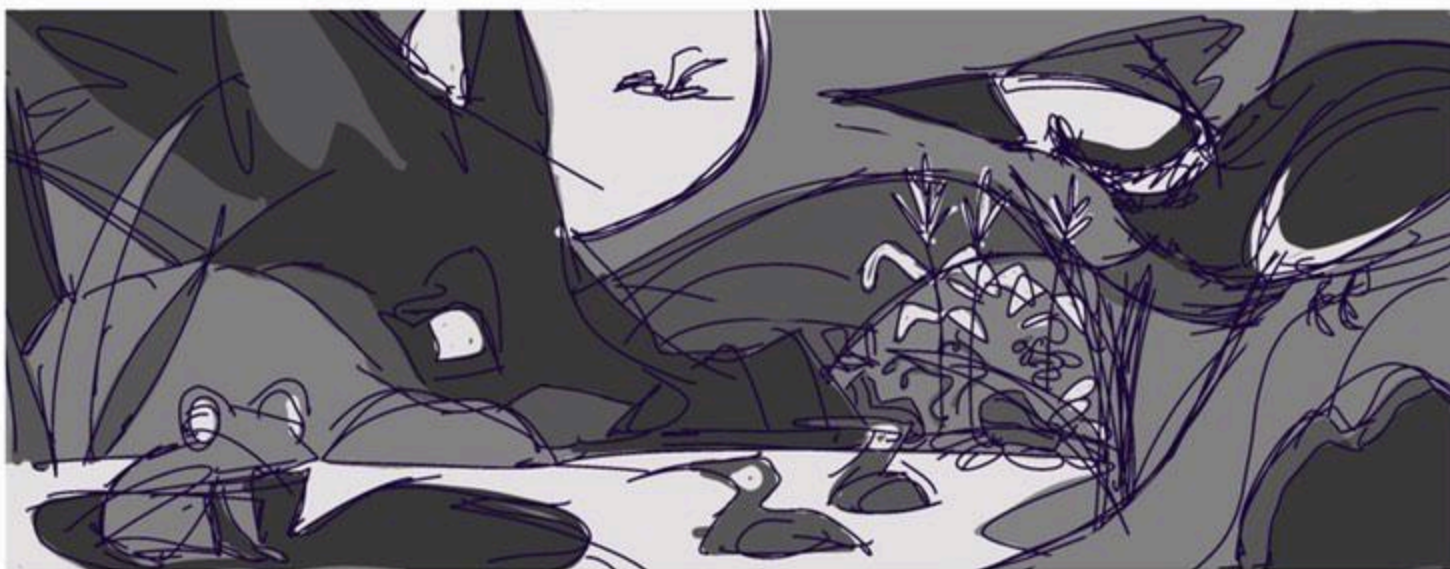
Title

N/A

Company Name

9/5/2024

Date



RFP #2024-097: Rail Trail Art Installation

Proposal Rating Worksheet

Proposer: Kevin Clark

	Weight	Kevin Butterfield		Allie Robert		Kathy Greenwood		Courteney Kerin	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Section II Qualification	30%	5	1.5	5	1.5	5	1.5	5	1.5
Section III References	10%	3	0.3	5	0.5	5	0.5	5	0.5
Section IV Design/Plan Implementation	40%	4	1.6	5	2	3	1.2	4	1.6
Section V Cost Proposal	20%	4	0.8	4	0.8	4	0.8	3	0.6
TOTALS:			4.2			4.8		4	4.2
AVERAGE SCORE:			4.3						

NOTES:

RFP #2024-097: Rail Trail Art Installation

Proposal Rating Worksheet

Proposer: Jade Warrick

	Weight	Kevin Butterfield		Allie Robert		Kathy Greenwood		Courteney Kerin	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Section II Qualification	30%	4	1.2	4	1.2	5	1.5	5	1.5
Section III References	10%	3	0.3	3	0.3	5	0.5	5	0.5
Section IV Design/Plan Implementation	40%	3	1.2	3	1.2	4	1.6	4	1.6
Section V Cost Proposal	20%	3	0.6	5	1	5	1	4	0.8
TOTALS:			3.3		3.7		4.6		4.4
AVERAGE SCORE:		4							

NOTES:



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

TO: Pamela O'Neill, Purchasing Division

FROM: Kevin Butterfield, PIO & Policy Analyst

RE: RFP 2024-097 Rail Trail Art Installation

DATE: October 1st, 2024

I am recommending that Kevin Clark be awarded the Rail Trail Art Installation contract in the maximum amount \$28,000. We will not be pursuing the add alternate to paint the bridge. Kevin Clark was one of two agencies that responded to RFP 2024-097. His response met the specifications required and received the highest average score. Thank you.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Kevin Butterfield
PIO & Policy Analyst

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 2, 2024

RE: RFP #2024-097 Rail Trail Art Installation

I am in receipt of your recommendation to award the aforementioned to Kevin Clark/Clark Murals in the amount of NTE \$28,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Kevin Clark/Clark Murals.

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

JE 1442

Created
&
posted
RO 3/27/24

RESOLUTION NO. 155

SUPPLEMENTAL BOND RESOLUTION DATED MARCH 11, 2024. A RESOLUTION AMENDING CERTAIN TERMS OF BOND RESOLUTION NO. 93 OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED MARCH 14, 2022, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,820,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$10,820,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

HH78

Introduced: 3/11/24
By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

WHEREAS, on March 14, 2022, the County Legislature of the County of Albany, New York adopted Bond Resolution No. 93 of 2022 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED MARCH 14, 2022, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,820,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$10,820,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

(the "Bond Resolution"); and

WHEREAS, on the date the County Legislature adopted the Bond Resolution the maximum estimated cost of the undertaking of the project described in Section 4 of the Bond Resolution (the "Project") was estimated to equal an amount not to exceed \$5,000,000; and

WHEREAS, since the date of the Bond Resolution, the County Legislature has received additional information and revised cost estimates which indicate that the aggregate maximum estimated cost of the Project will be equal to an amount not to exceed \$5,250,000; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among other things, that any bond resolution adopted by the finance board of a municipality contain a statement of the maximum estimated cost of the object or purpose for which

obligations are being authorized and the maximum amount of the bonds authorized to be issued for such purpose; and

WHEREAS, the County Legislature desires to amend the Bond Resolution for the purpose of increasing the aggregate maximum estimated cost of the Project, and, in particular, Section 4 of the Bond Resolution, and the aggregate maximum principal amount of bonds authorized to be issued in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the County Legislature of the County of Albany, New York, as follows:

SECTION 1. The Bond Resolution is hereby amended as follows:

(A) Section 4 of the Bond Resolution is amended to read as follows:

The County is hereby authorized to undertake the construction of new highway garage facilities located in Towns of Knox and Coeymans, Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2024 Capital Plan in the County's 2024-2028 Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$5,250,000 and said amount is hereby appropriated therefor. The plan of financing is described as follows: (a) the issuance of an amount not to exceed \$5,250,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$5,250,000 to pay the cost of the capital projects, (b) the receipt of various federal and state grants, and (c), subject to the discretion of the County, the application of moneys from the County's General Fund or such other moneys of the County that may be available to pay the costs thereof. In the event that such grants or other moneys become available, the County will issue obligations in a principal amount less than the \$5,250,000 amount authorized by this resolution, or pay down such obligations with the amount of such grants and other moneys.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$5,250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(11)(a)(1) of the Law, is thirty (30) years.

(B) Section 5 of the Bond Resolution is hereby amended to read as follows:

Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,070,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

SECTION 2. By separate resolutions, the County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the capital projects described in this resolution pursuant to Section 11 of Bond Resolution No. 8 of 2023.

SECTION 3. The Bond Resolution adopted by the County Legislature on March 14, 2022, as amended by this Supplemental Bond Resolution, shall otherwise remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(1) (a) such obligations are authorized for an object or purpose for which said County is not authorized to expend money or

(b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(2) said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 5. This resolution shall take effect immediately.

On long roll call vote the following members voted in favor: Burgdorf, Cleary, Commisso, Conway, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Grimm, A. Joyce, R. Joyce, Kuhn, Laurilliard, Lekakis, Lockart, Mauriello, Mayo, McLaughlin, McLean Lane, Miller, Pedro, Perlee, Plotsky, Reidy, Reinhardt, Ricard, Robinson, Rosano, Smith, Ward and Willingham – 33

Those opposed – 0

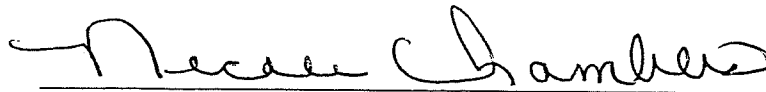
Resolution was adopted – 3/11/24

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 11th day of March, 2024, 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 13th day of March, 2024.


Clerk, Albany County Legislature

Albany County Request for Contract Approval

Contract #	2024-2493
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	State Contract
Department	D5010 - Public Works
Date Submitted	Wednesday, November 20, 2024
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	Motorola Solutions / Pittsfield Communications Systems, Inc 18 Wade Road, Latham, NY 12110
Estimated Amount	\$60,879.68
Estimated Term	12/1/2024 to 12/1/2025
Scope of Services	The Public Works Department respectfully requests approval to purchase twelve (12) hand-held and ten (10) truck mounted enhanced radios from Motorola Solutions using Sourcewell Contract #042021-MOT for \$60,879.68.
Budget Line Item	DD5110 - 22080 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: November 20, 2024

Re: Contract Request

The Public Works Department respectfully requests approval to purchase twelve (12) hand-held and ten (10) truck mounted enhanced radios from Motorola Solutions using Sourcewell Contract #042021-MOT for \$60,879.68.

Truck-mounted radios will improve communication, safety, efficiency, and coordination, all of which are essential for effective snow removal and maintenance operations, particularly during adverse weather conditions. On many of the County's roads where cell phone signals may be weak or unreliable, truck-mounted radios provide long-range communication, ensuring that all trucks can stay connected even in rural or isolated areas.

Handheld radios are a crucial tool for traffic flaggers during road closures and lane restrictions. They enable instant communication, improve safety, enhance operational efficiency, and facilitate better coordination, all of which contribute to smoother and safer traffic management. They also offer multiple communication channels, allowing flaggers to switch between different groups (e.g., coordinating with other flaggers, communicating with supervisors, or relaying information to emergency services) without interference.

The department is concurrently requesting the Legislature's approval to amend our 2024 budget to purchase the twenty-two (22) radios by reallocating funds from D5020.44004 Road Striping to D5110.22080 Specialty Equipment.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: November 20, 2024

RE: Purchase of Motorola Radios Sourcewell Contract

I am in receipt of your recommendation to Motorola Solutions the amount not to exceed \$60,879.68.

As Motorola Solutions has a current award under the National Cooperative Sourcewell Contract 042021-MOT, I concur with your recommendation.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: November 19, 2024

RE: Purchase of twenty-two (22) Radios
Sourcewell Contract #042021-MOT

Public Works would like to recommend the purchase of twelve (12) hand held and ten (10) truck mounted enhanced radios from Motorola Solutions using Sourcewell Contract #042021-MOT for \$60,879.68.

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



Currency: USD

Currency: USD

Estimated Freight	\$0.00
Grand Total	\$30,635.00



Contact Name: Joe Vitetta
Contact Email: Joseph.Vitetta@albanycountyny.gov

Estimated Freight	\$0.00
Grand Total	\$30,244.68

Albany County Request for Contract Approval

Contract #	2024-2475
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	DM5130 - Road Machinery Maintenance
Date Submitted	Thursday, November 14, 2024
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	H.L. Gage 121 Washington Avenue Extension, Albany, NY 12205
Estimated Amount	\$99,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Purchase of parts and repairs for the Department of Public Works International Harvester trucks. The department budget lines DM5130.4029 (Automobile Parts) and DM5130.4070 (Equipment Repair and Rental) will be used.
Budget Line Item	DM5130 - 44029 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

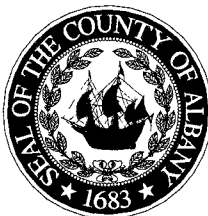
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: November 14, 2024

Re: Contract Request

The Public Works Department respectfully requests approval to enter into a contract with H.L. Gage for the purchase of parts and repairs for International Harvester trucks. H.L. Gage was the only responsive bidder for RFB #2024-143. The term of the agreement shall be for one year (01/01/2025-12/31/2025) and will not exceed \$99,000.00 per year. The department budget lines DM5130.4029 (Automobile Parts) and DM5130.4070 (Equipment Repair and Rental) will be used.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: November 14, 2024

RE: RFB # 2024-143 International Harvester

I am in receipt of your recommendation to award the aforementioned Request for Bids to H.L. Gage for a one year contract.

As H. L. Gage is the sole responsive and responsible bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Executive, so that we may issue a Notice of Award.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner 

DATE: November 1, 2024

RE: RFB #2024-143
International Harvester Truck Parts and Repairs

After review of the bid results for the above referenced bid, I would like to recommend the only responsive bidder, H.L. Gage Sales Inc., for the award of this bid.

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

LMR:ct

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **International Harvester Truck Parts and Repairs**
Bid Number: **2024-143**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date

Number

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

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

BF1

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

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

Ronald Vooris

H L Gage Sales Inc

121 Washington Avenue Ext., Albany NY 12205

Phone: (518) 456-8871

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: International Harvester Truck Parts and Repair
Bid Number: #2024-143

DISCOUNT FROM LIST PRICE: _____ 8 %

INDICATE NAME AND DATE OF PRICE LIST: PL308

****Please enclose a copy of the referenced price list, on CD or in catalog/ hard copy format, with your bid.****

OPTION #1: ONLINE SUBSCRIPTION TO DETAILED PARTS INFORMATION

COST: 0 PER Always (TIME PERIOD)

WEBSITE ADDRESS: www.hlgage.com

Please enclose any additional details.

HOURLY RATE FOR TRUCK REPAIRS: \$ 185.00 Per Hour

COMPANY: H L Gage Sales Inc.

ADDRESS: 121 Washington Avenue Extension

CITY, STATE, ZIP: Albany, NY 12205

TEL. NO.: (518) 456-8871

FAX NO.: (518) 456-0705

FEDERAL TAX ID NO.: 14-1511179

REPRESENTATIVE: Ronald Vooris

E-MAIL: ronv@hlgage.com

SIGNATURE AND TITLE Ronald Vooris Parts Manager

DATE 10/22/2024

BF3

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

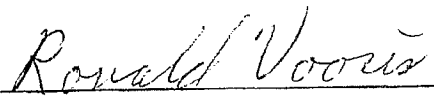
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Parts Manager

Title

H L Gage Sales Inc

Company Name

10/22/2024

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 22nd day of October, 200 24, before me personally appeared Ronald Vooris _____ to me known, who, being by me sworn, did say that he resides at (give address) 121 Washington Avenue Extension, Albany NY 12205 that he is the (give title) Parts Manager _____ of the (name of corporation) H L Gage Sales Inc _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____ SARAH A. VANDEWERKER
Notary Public, State of New York
Reg. No. 01VA6250678

Commission Expires _____ Qualified in Schoharie County
Commission Expires Nov. 14, 20 27

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME H L Gage Sales Inc		3. IDENTIFICATION NUMBERS a) FEIN # 14-1511179 b) DUNS # 050420835	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.hlgage.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 121 Washington Ave Ext., Albany NY 12205		7. TELEPHONE NUMBER (518) 456-8871	8. FAX NUMBER (518) 456-0705
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Sarah VanDewerker Title Office Manager Telephone Number (518) 456-8871 Fax Number (518) 456-0705 e-mail sarahv@hlgage.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME J Gary Hans	TITLE President	b) NAME James Hans	TITLE Secretary/treasurer
c) NAME Theodore M Hans JR	TITLE Vice President	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
a)	file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i>	☐ Yes ☒ No
b)	file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i>	☐ Yes ☒ No
c)	Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No
-----	---	---

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 14-1511179

State of: New York)
) ss:
County of: Albany)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business H L Gage Sales Inc

Signature of Owner _____

Address 121 Washington Avenue Extension

Printed Name of Signatory J Gary Hans

City, State, Zip Albany NY 12205

Title President

Sworn before me this 22nd day of October, 2024;

Notary Public

Sarah VanDewerker

Printed Name

Signature

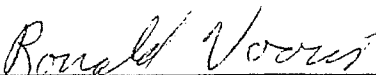
10/22/2024

Date

SARAH A. VANDEWERKER
Notary Public, State of New York
Reg. No. 01VA6250978
Qualified in Schoharie County
Commission Expires Nov. 14, 2027

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Parts Manager

Title

H L Gage Sales Inc

Company Name

10/22/2024

Date

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 141511179
H L GAGE SALES INC
PO BOX 5170
ALBANY NY 12205

POLICYHOLDER H L GAGE SALES INC PO BOX 5170 ALBANY NY 12205		CERTIFICATE HOLDER RFB#2024-143 COUNTY OF ALBANY 112 STATE STREET, ROOM 1000 ALBANY NY 12207	
POLICY NUMBER G 648 505-6	CERTIFICATE NUMBER 312216	POLICY PERIOD 12/31/2023 TO 12/31/2024	DATE 10/21/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 648 505-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 848452979

Albany County Request for Contract Approval

Contract #	2024-2484
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A6772 - Aging
Date Submitted	Monday, November 18, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	SUNY / Center for Women in Government and Civil Society 353 Broadway , Albany, New York 12246
Estimated Amount	\$30,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Approval to enter into an MOU with Center for Women in Government & Civil Society (CWGCS), University at Albany to design and implement Together Against Ageism, an initiative that will combat age discrimination in the county.
Budget Line Item	AA6772 - 44046 - AGSVC
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
100 HERITAGE LANE
ALBANY, NEW YORK 12211
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

MEMORANDUM

To: Albany County Contract Approval Board

From: Patrick Dillon, Contract Administrator

Date: November 19, 2024

Regarding: Request for CAB Approval

Contractor – Center for Women in Government & Civil Society, University at Albany
Contract Amount – \$ 30,000.00
Contract Term – 1/1/2025 – 12/31/2025
Funding Source – 100% - County

Approval to enter into an MOU with Center for Women in Government & Civil Society (CWGCS), University at Albany to design and implement Together Against Ageism, an initiative that will combat age discrimination in the county.

1. Co-organize with DFA a kickoff and concluding events that bring together experts on ageism. Organize event logistics and evaluate participant's feedback.
2. Collaborate with DFA on the identification of a Steering Committee of older adults and community leaders who will guide the conceptualization, design, and implementation of the initiative.
3. Convene meetings of the Steering Committee by organizing agendas and facilitating meetings.
4. Analyze research and practice literature and compile theory-informed and evidence-based interventions that have proven effective in reducing ageism.

5. Conduct a series of 5 focus groups with community members in diverse settings to:
 - i. Examine the extent and nature of the problem affecting older adults in Albany County.
 - ii. Adapt the interventions to the context of Albany County.
6. Implement 5 interventions in Albany County.
7. Develop and implement an evaluation plan to measure the initiative's impact.
8. Disseminate the results of the initiative to different stakeholders and promote its sustainability and replication.
9. *Together Against Ageism* is an initiative of the Albany County Department for Aging in partnership with the University at Albany's Center for Women in Government & Civil Society and community leaders.

Albany County Request for Contract Approval

Contract #	2024-2476
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, November 15, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Holland Company Inc 153 Howland Ave, Adams, MA 01220
Estimated Amount	\$30,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Purchase & delivery of sodium bisulfite, third year of contract/second year of renewal.
Budget Line Item	GG8130 - 44107 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

November 15, 2024

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

Hon. Joanne Cunningham
Chairwomen
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

Re: Contract Renewal – Contract No. 575 of 2022 (original)
Holland Company - Sodium Bisulfite Supply

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the second of two one (1) year renewals for the above referenced contract to Holland Company for the supply of sodium bisulfite for the unit price of \$1.90 per gallon. The contract will be for a one (1) year term that is scheduled to run from January 1, 2025 through December 31, 2025. The total estimated contract value is \$30,000 for the contract term.

A copy of the original contract and the renewal confirmation from the vendor is enclosed.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,


Angelo Gaudio, P.E.
Executive Director

Enc.: Contract# 575 OF 2022
Vendor renewal confirmation

cc: Lucas Rogers, Policy Analyst
Eitan Goldmeer, Budget Analyst

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND HOLLAND COMPANY, INC.
FOR SODIUM BISULFITE AT THE ALBANY COUNTY
WATER PURIFICATION DISTRICT NORTH PLANT

CONTRACT NO. 2022-575

THIS AGREEMENT is made by and between Albany County, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County") and Holland Company Water, Inc., a Massachusetts corporation registered to do business in New York State, with its principal place of business located at 153 Howland Avenue, Adams, MA 01220-1199 (hereinafter the "Contractor;" and with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Water Purification District requires sodium bisulfite for the Albany County Water Purification District (hereinafter, the "ACWPD") North Plant; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for bids for the aforesaid sodium bisulfite, said request having been denominated RFB #2022-081-R, issued on September 9, 2022, and published on September 15, 2022 (hereinafter, the "RFB"); and

WHEREAS, the Purchasing Division has issued one (1) addendum to the RFB on September 20, 2022 (hereinafter, the "Addendum"); and

WHEREAS, the Contractor submitted a bid on September 23, 2022 to provide the aforesaid sodium bisulfite (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid sodium bisulfite as the lowest responsible bidder; 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: this Agreement; the RFB, which is incorporated by reference and made a part hereof; the Addendum, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFB; 4) the Bid.

ARTICLE 2: SCOPE OF WORK/SERVICES

The Contractor shall provide and deliver sodium bisulfite to the ACWPD North Plant in accordance with the time, place, manner, specifications, etc. described in the RFB at pages SCP1 through SCP3, as amended by the Addendum.

Warranty?

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, compensation in the amount of \$1.90 per gallon delivered, total compensation not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00), for all goods and services rendered under this Agreement.

3.2 The price per gallon described in Paragraph 3.1 includes freight and F.O.B. destination.

ARTICLE 4. PAYMENT

4.1 The County operates on a formal Purchase Order System. The Contractor shall deliver only the items specified on the purchase order and shall not be paid without one. If the Contractor delivers items the ACWPD did not order, or duplicates or over ships items, it does so entirely at its own expense. Such shipments shall be at no cost or responsibility to the County.

4.2 All deliveries shall be made within seven (7) business days of the Contractor's receipt of a purchase order, unless otherwise specified by the County, or as otherwise agreed upon between the Contractor and the Purchasing Division.

4.3 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to the Contractor for inside delivery at those locations.

4.4 The ACWPD shall place orders on an "as-needed" basis. There shall be no minimum order amounts required.

4.5 Prior to payment, the items furnished shall be inspected by the ACWPD to determine their conformity to specification. No payment shall be made for work not meeting specification.

4.6 The County is not subject to Federal, State, or Local taxes.

ARTICLE 5. TERM OF AGREEMENT

5.1 The term of this Agreement shall commence on January 1, 2023 and continue in effect through December 31, 2023.

5.2 The Agreement may be extended for two (2) additional, one (1) year consecutive periods, upon the mutual consent of the Parties. If extended, the same terms, conditions and pricing shall remain in effect for the first one (1) year renewal period beginning January 1, 2024 and ending December 31, 2024, and the second one (1) year renewal period beginning January 2, 2025 and ending December 31, 2025.

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 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirement, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

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 vendor.

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. 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 11. 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 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or 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 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the

amounts provided in the Schedule A attached hereto and made a part hereof. 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 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.

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. 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 23. 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 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

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 220 [3-a] a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 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 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

Not applicable.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

28.2 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.

28.3 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.

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

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

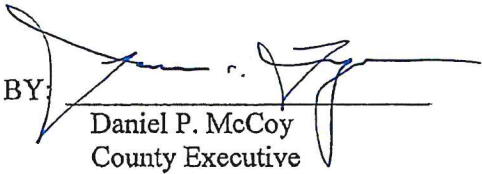
28.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail,

postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

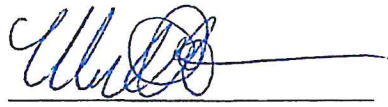
COUNTY OF ALBANY

DATED: 1/19/2023

BY: 
Daniel P. McCoy
County Executive
Or
Daniel C. Lynch
Deputy County Executive

HOLLAND COMPANY, INC.

DATED: January 3, 2022

BY: 
Name: Matthew B Holland

Manager
Title:

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

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

NOTARY PUBLIC

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

On the 19th day of January, 2022, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EUGENIA K. CONDON
NOTARY PUBLIC of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

Massachusetts
STATE OF ~~NEW YORK~~)
COUNTY OF Berkshire) SS.:

On the 3rd day of January, 2020, before me, the undersigned, personally appeared Matthew B Holland personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Colleen D. Putnam
NOTARY PUBLIC Colleen D. Putnam

SCHEDULE A
INSURANCE COVERAGE

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

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

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207

RE: BID #2022-081R
SODIUM BISULFITE

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2022-081R AND WILL HOLD
AWARDED BID PRICES THROUGH DECEMBER 31, 2025
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Holland Company, Inc.

REPRESENTATIVE: Matthew B. Holland

TELEPHONE # 413-743-1292

FAX #: 413-743-1298

SIGNATURE: 

PLEASE RETURN THIS FORM BY FAX OR EMAIL
TO KAYLA.CRONIN@ALBANYCOUNTYNY.GOV OR @ 518-447-5588.

Albany County Request for Contract Approval

Contract #	2024-2477
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, November 15, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Surpass Chemical Company Inc 1254 Broadway, Albany, NY 12204
Estimated Amount	\$80,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Purchase & delivery of sodium hypochlorite, year 2 of 3 year contract/year 1 or 2 year renewal
Budget Line Item	GG8130 - 44107 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

DENNIS RIGOSU
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

November 15, 2024

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

Hon. Joanne Cunningham
Chairwomen
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

Re: Contract Renewal – Contract No. 1275 of 2023
Surpass Chemical Company Inc - Sodium Hypochlorite Supply

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the first of two one (1) year renewals for the above referenced contract to Surpass Chemical Company Inc. for the supply of sodium hypochlorite for the unit price of \$2.218 per gallon for bulk deliveries and \$2.370 per gallon for the delivery of 330 gallon totes. The contract will be for a one (1) year term that is scheduled to run from January 1, 2025 through December 31, 2025. The total estimated contract value is \$80,000 for the contract term.

A copy of the original contract and the renewal confirmation from the vendor is enclosed.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc.: Copy of original contract
Vendor renewal confirmation

cc: Lucas Rogers, Policy Analyst
Eitan Goldmeer, Budget Analyst

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND SURPASS CHEMICAL COMPANY, INC.
FOR PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE TO THE
ALBANY COUNTY WATER PURIFICATION DISTRICT NORTH PLANT

CONTRACT NO. 2023-¹²⁷⁵~~1258~~

THIS AGREEMENT is made by and between Albany County, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County") and Surpass Chemical Company, Inc., a New York corporation, with its principal place of business located at 1254 Broadway, Albany, NY 12204 (hereinafter the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Water Purification District (hereinafter, the "ACWPD" requires sodium hypochlorite for its treatment plants; and

WHEREAS, the Albany County Purchasing Division has issued a request for bids for the aforesaid sodium hypochlorite, said request having been denominated RFB #2023-097, issued on August 8, 2023, and published on August 17, 2023 (hereinafter, the "RFB"); and

WHEREAS, the Contractor submitted a bid on August 28, 2023 to provide the aforesaid sodium hypochlorite to the ACWPD (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid chemical sodium hypochlorite to the ACWPD as the lowest responsible bidder; 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: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

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

ARTICLE 2: SCOPE OF SERVICES

The Contractor shall provide and deliver sodium hypochlorite to the ACWPD North Plant in accordance with the time, place, manner, specifications, etc. described in the RFB at Specifications and Contract Conditions, pages SCP1 through SCP3.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, compensation in the amount of \$2.218 per gallon if delivered in 5,000 to 6,500 gallon tankers, and \$2.37 per gallon if delivered in 330 gallon totes, total compensation not to exceed EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00), for all goods and services rendered under this Agreement.

3.2 The price per gallon described in Paragraph 3.1 includes freight and F.O.B. destination.

3.3 The County is not subject to Federal, State, or Local taxes.

ARTICLE 4. ORDERS; PAYMENT

4.1 The County operates on a formal Purchase Order System. The Contractor shall deliver only the items specified on the purchase order and shall not be paid without one. If the Contractor delivers items the ACWPD did not order, or duplicates or overships items, the Contractor agrees that it does so entirely at its own expense, and said shipments shall be at no cost to, nor the responsibility of, the County.

4.2 All deliveries shall be made within ten (10) business days of the Contractor's receipt of a purchase order, unless otherwise specified by the County, or as otherwise agreed upon between the Contractor and the Purchasing Division.

4.3 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to the Contractor for inside delivery at those locations.

4.4 The ACWPD shall place orders on an "as-needed" basis. There shall be no minimum order amounts required.

4.5 Prior to payment, the items furnished shall be inspected by the ACWPD to

determine their conformity to specification. No payment shall be made for goods/work not meeting specification(s).

4.6 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 ACWPD Administration, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF AGREEMENT

5.1 The term of this Agreement shall commence on January 1, 2024 and continue in effect through December 31, 2024.

5.2 The Agreement may be extended for two (2) consecutive one-year periods, upon mutual agreement of the parties, and subject to the same terms, conditions, and pricing.

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 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

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 vendor.

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. 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, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or 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 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory 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 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.

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. 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 23. 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 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

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 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 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 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

27.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by the County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

27.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

27.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter, the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural

resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

28.2 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.

28.3 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.

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

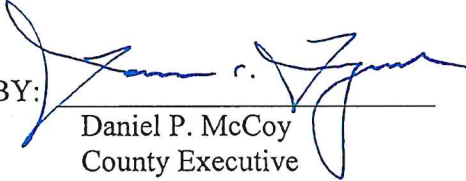
28.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

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

COUNTY OF ALBANY

DATED: 10/18/2023

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

SURPASS CHEMICAL COMPANY, INC.

DATED: 9/28/23

BY: 
Name: Stephen P. Byrne
Title: Vice President

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

On the ____ day of _____, 2023, 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 18th day of October, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

EUGENIA K. CONDON Notary Public, State of New York Registration No: 02CO4969817 Qualified in Albany County Commission Expires July 23, 2026

On the 28 day of September, 2023, before me, the undersigned, personally appeared Stephen Byrne personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jessica A. Brundage
NOTARY PUBLIC

JESSICA A BRUNDAGE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR6417808
Qualified in Albany County
My Commission Expires 05-24-2025

SCHEDULE A
INSURANCE COVERAGE

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

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

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207

RE: BID # 2023-097
Sodium Hypochlorite

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2023-097 AND WILL HOLD
AWARDED BID PRICES THROUGH December 31, 2025

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Surpass Chemical Co.

REPRESENTATIVE: Steve Byrne

TELEPHONE # 518-434-8101

FAX #: 518-434-2798

SIGNATURE: 

PLEASE RETURN THIS FORM BY FAX
TO Tina King @ tina.king@alabanycountyny.gov or 518-447-5588.

Albany County Request for Contract Approval

Contract #	2024-2513
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, November 22, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Ferguson Waterworks 612 Pierce Road, Clifton Park, NY 12065
Estimated Amount	\$50,000.00
Estimated Term	12/15/2024 to 12/15/2025
Scope of Services	Purchase and delivery of Plug Valves and Yard Hydrants
Budget Line Item	GG8130 - 44071 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

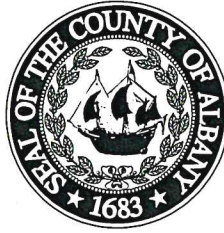
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

November 22, 2024

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

Hon. Joanne Cunningham
Chairwomen
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB 2024-132 Valves & Yard Hydrants
Ferguson Waterworks**

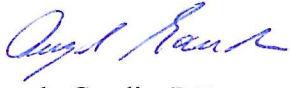
Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Ferguson Waterworks for a total not to exceed amount of \$50,000 for the supply of Plug Valves and Yard Fire Hydrants. The contract term is for one (1) year from the date of award with the option for one (1) additional (1) year renewal.

Two bids were received and Ferguson Waterworks was the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Bid tabulation
District Recommendation Memo
Purchasing Dept. Concurrence Memo

cc: Lucas Rogers, Policy Analyst
Eitan Goldmeer, Budget Analyst

	Bid Tabulation			
	Valves and Yard Hydrants			
	RFB# 2024-132			
	Description	Core & Main LP	Ferguson Waterworks	
1	6-inch Plug Valve	\$1,969.00	\$1,502.27	
2	Yard Hydrant	\$1,869.00	\$1,976.33	
	Totals	\$3,838.00	\$3,478.60	



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2024-132 Valves and Hydrants
Date: November 21, 2024

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Ferguson Waterworks for the supply of valves and yard hydrants

The contract term will be for one (1) year with the option of one (1) additional one (1) year renewal. The estimated contract amount is \$50,000.

Please return your notice of concurrence so that I may submit this award request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: November 22, 2024

RE: RFB#2024-132 Valves and Yard Hydrants

I am in receipt of your recommendation to award the aforementioned to Ferguson Waterworks in the amount of \$50,000.00.

As Ferguson Waterworks is the lowest responsible and responsive bidder, I concur with your recommendation.

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

Albany County Request for Contract Approval

Contract #	2024-2514
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, November 22, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	GP Jager Inc. PO Box 50, Boonton, NJ 07005
Estimated Amount	\$75,000.00
Estimated Term	12/15/2024 to 12/15/2025
Scope of Services	Purchase and delivery of WEDECO Duron UV Parts for District's UV system
Budget Line Item	GG8130 - 44070 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

November 22, 2024

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

Hon. Joanne Cunningham
Chairwomen
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB 2024-134 WEDECO Duron UV Parts
GP Jager, Inc.**

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to GP Jager, Inc. for a total not to exceed amount of \$75,000 for the supply of WEDECO Duron UV Parts for the District's UV system. The contract term is for one (1) year from the date of award with the option for two (2) additional (1) year renewals.

GP Jager, Inc. was the sole bidders. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Bid tabulation
District Recommendation Memo
Purchasing Dept. Concurrence Memo

cc: Lucas Rogers, Policy Analyst
Eitan Goldmeer, Budget Analyst

RFB-2024-134 WEDECO Duron UV Parts

Vendor: GP Jager Inc

Part number	Description	Price Each
76105466	Ecoray ELR 60 UV Lamp	\$709.50
76107618, New Part Number 76761616	Quartz Sleeve	\$961.50
76039498	O-Ring Lamp Seal	\$4.65
76106996	Ecoray Ballast TDS 60	\$1,768.50
766114212	Wiper Ring Assembly	\$76.50
6104022	UV Sensor SO 20101	\$1,795.50
766113838, New Part Number 766124219	Connector Plug for ELR 60 Lamp	\$546.00



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent
From: Angelo Gaudio, Executive Director 
Subject: RFB-2024-134 UV Parts
Date: November 21, 2024

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the sole bidder GP Jager Inc., for the supply of Wedeco UV Parts.

The contract term will be for one (1) year with the option of two (2) additional one (1) year renewals. The estimated contract amount is \$75,000

Please return your notice of concurrence so that I may submit this award request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: November 22, 2023

RE: RFB-2024-134 WEDECO Duron UV Parts

I am in receipt of your recommendation to award the aforementioned to GP Jager Inc. in the amount of \$75,000.

As GP Jager Inc. is the sole responsible and responsive bidder, I concur with your recommendation.

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

Albany County Request for Contract Approval

Contract #	2024-2533
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A6010 - Social ServicesA6772 - Aging
Date Submitted	Wednesday, November 27, 2024
Contact Person	Skarlis, Margaret
Contact Phone	+1 5184477583
Vendor Info	Multiple - please see Comments field 433 River St. Suite 3000, Troy, NY 12180
Estimated Amount	\$75,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Providers will install and maintain electronic communication equipment in the homes of frail, elderly, and/or disabled DSS clients. The equipment is designed to signal an identified emergency contact for help when activated by the client.
Budget Line Item	AA6070 - 44425 -
Fiscal Impact	County: 38.00% State: 62.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

DANIEL P. MCCOY
COUNTY EXECUTIVE



ERIN M. STACHEWICZ
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

November 27, 2024

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce A. Hidley, County Clerk
112 State Street
Albany, NY 12207

Dear Mr. McCoy, Ms. Cunningham and Mr. Hidley:

Authorization is requested to contract with Lifefone and Trinity Health for Personal Emergency Response System (PERS) materials and services. The chosen provider will deliver, install, and maintain electronic communication equipment in the homes of frail, elderly or disabled persons. The equipment is designed to provide a signal an identified emergency contact for help when activated by the individual.

Having access to this service allows the participant to continue residing in their home more safely, thus reducing immediate need for potential placement in a facility. The safety and well-being of the frail, elderly and handicapped adults participating in this program is better ensured though they may be geographically or physically isolated.

Sincerely,

Erin M. Stachewicz
Commissioner

Authorization is requested to contract with Trinity Health Alert and LifeFone (i.e., Providers) for “Personal Emergency Response Systems” (PERS) materials and services mandated per SSL Section 505.33 of Title 18. The Provider will deliver, install, and maintain electronic communication equipment in the homes of each frail, elderly, or disabled individual. The equipment is designed to alert a designated emergency contact when activated for help by the individual or after a period of time if a mechanism has not been reset to alert the contractor when an emergency arises.

Eligibility for PERS services is assessed by Albany County Department of Social Service (DSS) Adult Services caseworkers who determine if PERS services will enhance plans of care. Eligible applicants then choose a Provider contracted with the County. The caseworker contacts the Provider selected by the client to make a referral for the installation of the PERS equipment, then the Provider schedules an appointment with the client to complete the installation process.

Access to PERS services enables clients to remain more safely in their own homes, thus reducing the immediate need for potential placement in a nursing facility. The safety and well-being of the frail, elderly, and adults with disabilities participating in this program is more assured even if they may be geographically or physically isolated.

Contracts are awarded absent an RFP as DSS maintains contracts with all willing and qualified providers seeking to offer such services to our clients.

DSS currently contracts with two providers of PERS services for 70 active clients:

- Trinity Health
- LifeFone

PERS RATES

<u>AGENCY</u>	<u>Installation</u>	<u>Monthly Fee</u>	<u>GPS</u>
Trinity Health Alert 433 River St., Suite 3000 Troy, NY 12180	\$50	\$31	\$38
LifeFone 16 Yellowstone Avenue White Plains, NY 10607	\$40	\$24	\$37

Albany County Request for Contract Approval

Contract #	2024-2565
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFQ
Department	A3140 - Probation
Date Submitted	Monday, December 2, 2024
Contact Person	Connors, William (Probation Dept)
Contact Phone	+1 5184875194
Vendor Info	DENOOYER CHEVROLET, INC. 127 WOLF ROAD, ALBANY , NY 12205
Estimated Amount	\$46,771.29
Estimated Term	12/2/2024 to 12/2/2025
Scope of Services	New van for Probation Department to aid in programming initiatives.
Budget Line Item	CAPIT - -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date**For Contract Board Use:**

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



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

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

WILLIAM CONNORS
Director

LORI HAGGERTY
Deputy Director

MICHAEL OCONNOR
Principal Probation Officer

DANIEL P. MCCOY
County Executive

December 2, 2024

Albany Contract Board:

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

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

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

Re: Chevrolet Express Passenger Van

Dear Messrs: McCoy and Hidley,
Dear Ms. Cunningham,

Pursuant to bids received for RFQ-2024-154 2024 CHEVROLET EXPRESS PASSENGER VAN, the Probation Department requests authorization to purchase the 2024 Chevrolet Express Passenger Van from DeNooyer Chevrolet at the cost of \$46,771.29. This is a 15 passenger van that will be utilized in the current and future programming initiatives at the Probation Department.

Said vehicle is on the lot and available for purchase.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/km

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

DenWoyer Chevrolet

Part A: Mini-Bid and Contractor Information

1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	RFQ-2024-154
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	DeNooyer Chevrolet, Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69048
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1542904
2.4	NYS Vendor ID Number (e.g., 1000012345)	100006802
3.0	Primary Contact Information	
3.1	Contact Name	Steve Gordon
3.2	Contact Email	sgordon@denooyerchevrolet.com
3.3	Contact Phone (1)	518-469-8804
3.4	Contact Phone (2)	518-458-7700
4.0	Secondary Contact Information	
4.1	Contact Name	Leonard Durocher
4.2	Contact Email	ldurocher@denooyerchevrolet.com
4.3	Contact Phone (1)	518-626-1914
4.4	Contact Phone (2)	518-458-7700

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. Bidder	

GROUP 40440 – Vehicles, Class 1-8

1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	
4.2	NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	
4.3	NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount]	\$0.00
4.4	NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank]	
4.5	NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]	\$0.00
4.6	Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]	
4.7	Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? [click on yellow box and use drop-down menu] (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).	Yes

1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>	Yes
2.0	Additional Information (Pre-Existing)	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	n/a	
3.0	Vehicle Price Worksheet (Pre-Existing)	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001	2024	Chevrolet	Express 15 Pass	CG33706	Summit White	Medium Pewter
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
Award 02366				Bidder		

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00
001	2024	Chevrolet	Express 15 Pass	CG33706	Summit White	Medium Pewter	Vinyl	4x4	Gasoline	\$50,130.00	6.70	\$46,771.29	\$0.00	\$46,771.29
002														
003														
004														
005														
006														
007														
008														
009														
010														
011														
012														
013														
014														
015														
Total Price for Mini-Bid														\$46,771.29
Total Pre-Existing Vehicles Offered														1



Vehicle Locator

Dealer Information

DENOYER CHEVROLET, INC.
127 WOLF RD
ALBANY, NY 12205
Phone: 518-458-7700
Fax: 518-458-8263

1GAZGNFP4R1169863

Model Year: 2024
Make: Chevrolet
Model: Express
CG33706-3500 Extended Passenger Van
PEG: 1LS-Gas LS Equipment Group
Primary Color: GAZ-Summit White
Trim: 93W-Trim, Vinyl, Medium Pewter
Engine: LV1-Engine, Gas 6 cyl, 4.3L
Transmission: MTH-Transmission, 8-Speed Automatic

Event Code: 5000-Delivered to Dealer
Order #: CWWPBD
MSRP: \$50,130.00

Order Type: FBC-Fleet Political Subdivision
Stock #: N/A
Inventory Status: N/A

Additional Vehicle Information

Vehicle Options

Chargeable Options	MSRP
5H1-Spare Key Set (SEO)	\$45.00
ATG-Remote Keyless Entry	\$175.00
C49-Defogger, Rear Window	\$155.00
G80-Differential, Locking, Heavy-Duty, Rear	\$325.00
V37-Bumpers, Chrome, Front & Rear	\$160.00
ZP3-Seating, 15-Passenger	\$475.00

No Cost Options

FLT-Fleet Processing Option
GU6-Rear Axle, 3.42 Ratio
LV1-Engine, Gas 6 cyl, 4.3L
MTH-Transmission, 8-Speed Automatic
NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions
R6D-FLT-BID ASSISTANCE/CE
VQ2-FLEET ORDERING ASSISTANCE

Other Options

1LS-Gas LS Equipment Group	93W-Trim, Vinyl, Medium Pewter
A18-Glass, Rear Door Window, Swing-Out	A19-Glass, Rear Side Door Window, Swing Out
A31-Power Windows	AAC-Parts Pkg Shipped Loose
AJ1-Glass: Deep Tinted	AK5-Air Bags, Frontal, Driver & Rt Front. Passenger
AR7-Seat: Front Bucket	ASF-Head Curtain Side Airbags
AU3-Power Door Locks	B38-Floor Covering, Vinyl, Frt & RR, Full Width
C36-Heater, Rear Auxiliary	C60-Air Conditioning, Front Manual
C69-Air Conditioning, Rear	C6Y-GVWR--9600 LBS
DE5-Mirrors, Outside Heated Power-Adjustable, Black	DH6-Mirrors, Visor LH/RH Pass. Illum. Sunshade
DRJ-Rearview Mirror, Partial Video Display	E24-Door, Swing-Out Pass. Side 60/40 Split
EF7-Country Code--USA	FHO-Vehicle Fuel--Gasoline E10
GAZ-Summit White	JL4-StabiliTrak, Stability Control System
K34-Cruise Control	KG4-Alternator, 150 Amp
KI4-110 Volt Electrical Receptacle, In Cab	N33-Tilt-Wheel
QB5-Wheel 16 X 6.5, Steel	TR9-Auxiliary Lighting
U0F-Audio System, AM/FM Stereo with MP3 Player	U80-Compass
UE1-OnStar and Chevrolet Connected Services Capable	UJM-Tire Pressure Indicator
UTJ-Theft Deterrent System	UVC-Rear Vision Camera
VK3-License Plate Mounting Provisions, Front	WMY-VIN MODEL YEAR 2024
X88-Chevrolet	XLP-Tires, Front LT245/75R16E All-Season, B/W
YLP-Tires, Rear LT245/75R16E All-Season, B/W	ZLP-Tires, Spare LT245/75R16E All-Season, B/W
ZQ2-Power Convenience Package	ZQ3-Driver Convenience Package
ZW6-Glass, Full Body	ZW9-Standard Body
ZY1-Paint, Exterior Solid	

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

RFQ 2024-154 Tabulation
2024 Chevrolet Express Passenger Van

Vendor	DeNooyer Chevrolet	Mohawk Chevrolet
Price	\$ 46,771.29	\$ 47,045.83
Vehicle	2024 Chev Express	2025 Chev Express
Exterior Color	White	White
vehicle on the lot		veh build- est 3/2025

Albany County Request for Contract Approval

Contract #	2024-2530
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A6119 - Children, Youth & Families
Date Submitted	Tuesday, November 26, 2024
Contact Person	McNelis, Scott
Contact Phone	518-447-7306
Vendor Info	Youth Bureau Programs See Attached Justification See Attached Justification, City, State Zip Code
Estimated Amount	\$92,072.00
Estimated Term	1/1/2024 to 12/31/2024
Scope of Services	2024 Youth Bureau Programs intended to support youth development programs and runaway and homeless youth services. Funds are intended to be distributed to community-based organizations within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.
Budget Line Item	AA6119 - 44406 -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS

112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request ID# 2530 Youth Bureau Program Contracts

DATE: December 3, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of contracts pertaining to Youth Bureau Programs intended to support youth development and runaway and homeless youth services. The requested contracts are for reimbursement of expenses related to program operation and service delivery of the 2024 youth programs.

Please call me at 447-7306 if you have any questions.

Enclosure

**Department for Children, Youth and Families
Backup Material for Contract Authorization with
Various Agencies for Youth Bureau Programing**

New York State has designated Albany County DCYF- Youth Bureau as the local youth bureau with responsibility for “planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth”.

Funding from the New York State Office of Children and Family Services to Albany County DCYF Youth Bureau are intended to support youth development programs and runaway and homeless youth services. Funds are distributed to community-based organizations within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.

The Department respectfully requests authorization to enter into contractual arrangements with the following agencies, as listed below:

Agency	Allocation
New Beginnings Youth Shelter	\$ 92,072
Albany Police Athletic League Youth Program	\$ 78,100
Art Partners/Tsehay & Co. Inc. Alternatives	\$ 30,000
Berne Knox Westerlo Little League	\$ 30,000
National Little League	\$ 30,000
Equinox, Inc. Transitional Living Program	\$ 27,861
Trinity Alliance of The Capital Region, Inc. C.A.R.E. / Jail Transition	\$ 24,900
Eden's Rose Foundation Wheels Up	\$ 23,626
Watervliet Civic Center Recreation, Nutrition and Homework Help Programs	\$ 21,000
GKNY Mentor Program	\$ 20,000

Albany County Request for Contract Approval

Contract #	2024-2531
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	RFP
Department	A6071 - Preventative Assistance Program (Title XX)
Date Submitted	Tuesday, November 26, 2024
Contact Person	McNelis, Scott
Contact Phone	518-447-7306
Vendor Info	Cayuga Center 101 Hamilton Avenue, Auburn, NY 13021
Estimated Amount	\$75,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Parent Partner services with a focus on reducing reliance on Persons in Need of Supervision (PINS) petitions to address family conflicts.
Budget Line Item	AA6071 - 44046 -
Fiscal Impact	County: 38.00% State: 62.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DIVISION FOR CHILDREN WITH SPECIAL NEEDS
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-4820 - FAX (518) 447-5686

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for Cayuga Centers / Parent Partner Services

DATE: December 2, 2024

The Department for Children, Youth and Families respectfully requests Legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Parent Partner Services. The total contractual amount is for \$75,000 for the period of January 1, 2025 – December 31, 2025.

Please call me at 447-7306 if you have any questions.

Enclosure

Department for Children, Youth and Families

Request for Authorization to enter into Contractual Renewal Agreement with Cayuga Centers for the Provision of Parent Partner Services

The Department for Children, Youth and Families respectfully requests Legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Parent Partner Services. The total contractual amount is for \$75,000,00 for the period of January 1, 2024 – December 31, 2024. The Department desires to exercise its second and final option under the contract, to renew the agreement.

In order to implement the Parent Partner services, the Department, in collaboration with the Department of Probation, issued a Request for Proposals for Parent Partner Services—*RFP-2022-115*—on September 15, 2022 seeking proposals to provide Parent Partner services with a focus on reducing reliance on Persons in Need of Supervision (PINS) petitions to address family conflicts.

As of January 1, 2020, the new PINS legislation became effective. At this time, there is no longer be the ability to remand PINS youth to detention. Additionally, there are significant changes to PINS placement, including PINS-Truancy. In Albany County, PINS-Runaways and Truancy are a driving factor in the number of PINS youth placed. The goal is to significantly reduce and eventually eliminate all PINS placements as they are 100% local costs as of 1-1-20. Albany County believes the Parent Partner Service is a proactive strategy to address these concerns and be responsive to the changes in PINS legislation.

Parent Partners are typically individuals who have gained a unique set of skills and knowledge based on their personal experience in advocating for their own child(ren) who have been involved in one or more formal service systems. Effective Parent Partners assist families by engaging them and offering empathy, support, encouragement, information and advocacy as to what they should expect from service providers within the system of care. Having a Parent Partner available can be of tremendous support to families as they learn the complexities and challenges presented within Child Welfare and Probation (juvenile justice) services.

Albany County Request for Contract Approval

Contract #	2024-2501
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1420 - Law
Date Submitted	Wednesday, November 20, 2024
Contact Person	Condon, Eugenia
Contact Phone	+1 5184477114
Vendor Info	Gallagher Bassett Services 2850 Golf Road, Rolling Meadows, ILLINOIS 60008-4050
Estimated Amount	\$40,000.00
Estimated Term	11/1/2024 to 10/31/2025
Scope of Services	PROVIDE CLAIM MANAGEMENT SERVICES FOR LIABILITY CLAIMS.
Budget Line Item	CS1930 - 44999 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Joanne Cunningham
Chair, County Legislature

FROM: Eugenia Koutelis Condon 
County Attorney

DATE: November 20, 2024

RE: Authorization for Contract Award
Gallagher Bassett Services
Contract Period: 11/1/24 – 10/31/25
Contract Amount: Not to exceed \$40,000
RFQ # 2022-046R

Enclosed is a completed Request for Contract Approval and back-up documentation relative to the claims management component of the County's policies of insurance.

RFQ 2022-046R was issued by the Purchasing Division for these services. The request sought claims management services for a period of one year with options to renew for two additional one year periods. Gallagher Bassett Services was the lowest responsible proposer.

This contract provides for claims management services in connection with the County's liability and property insurance claims. The claims administrator is responsible for, among other things, investigating and settling all claims reported to them with discretionary authority up to \$10,000.00, handling the issuance of payment

vouchers and County Claim Forms, obtaining appraisals as required, reporting excess claims to the appropriate insurance carrier, tracking payments made with respect to the self-insured retention and maintaining loss runs, working with counsel with respect to the defense of insurance litigation, setting insurance reserves for the carrier, maintaining loss runs reports as to the status of litigation, and providing same to the County and/or insurance carriers, and, reporting to Medicare as required by Federal Law. The services provided under this contract are handled on a "life of a claim" basis.

The proposed contract fee is estimated at \$31,494.00 based upon our current usage to date. I am requesting authorization up to \$40,000.00 in the event we have an increase in claims during the contract year. Fees are paid only for claims reported. The contract is subject to auditing at the 18th and 24th month and every 12 months thereafter. If after auditing at the appropriate periods, we have exceeded the number of allowable claims, there is an additional charge. Similarly, a refund or credit is issued if we have not capped the allowable number of claims in certain categories.

We were quite satisfied with the services provided by Gallagher Bassett in the past and recommend award of this Agreement. I will be attending the meeting of the Contracts Administration Board to present this request and address any questions.

Thank you for your attention to this matter.

EKC:e
Enclosures



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Eugenia Condon, County Attorney
Law Department

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 5, 2022

RE: RFQ#2022-046R Claims Management Services

I am in receipt of your recommendation to award the aforementioned to Gallagher Bassett Services Inc. in the amount not to exceed \$40,000.00.

I believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Gallagher Bassett Services Inc.

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



COUNTY OF ALBANY, NEW YORK

11/01/2024 - 11/01/2025

FEE PER CLAIM - HANDLE TO CONCLUSION	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	1	\$610	\$610
Auto Liability/Property Damage	16	\$291	\$4,656
Auto/Physical Damage	0	\$266	\$0
General Liability/Bodily Injury	28	\$610	\$17,080
General Liability/Property Damage	10	\$291	\$2,910
General Liability/Personal Injury	0	\$610	\$0
Professional Liability	1	\$690	\$690
Incidents - Liability	16	\$54	\$864
Total Liability Fee Per Claim	72		\$26,810
Property			
Property	0	\$291	\$0
Incidents - Property	0	\$54	\$0
Total Property Fee Per Claim	0		\$0

ADMINISTRATIVE SERVICES			Fee
Administrative Services			
Administration / Data Management			\$2,184
RMIS Standard License (2 RMIS Users)			\$2,500
Total Administrative Services			\$4,684

TOTAL USD			\$31,494
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Statistical entry claim handling will include: claim set-up, setting of initial reserve and ongoing updates based on guidance from client, issuing payments.

Gallagher Bassett will be handling claims on an Administrative basis only as the County will be self-handling the claims under this agreement. Additionally, an escrow will be established by the County for claims payment processing in which Gallagher Bassett will make claim payments, with the information provided from the County. Gallagher Bassett will not be fully handling the claim files, our scope will be limited to the above, full claims adjudication would be a separate agreement and pricing.

This is the third year of a three year agreement with a 3% increase in the per claim rates and administration over expiring.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$150 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required



COUNTY OF ALBANY, NEW YORK

11/01/2024 - 11/01/2025

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Actual - Claims will be reconciled and billed monthly for the first 18 months and then at the 24th month and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services



COUNTY OF ALBANY, NEW YORK

11/01/2024 - 11/01/2025

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Statistical Claim Handling

Statistical entry claim handling will include: claim set-up, setting of initial reserve and ongoing updates based on guidance from client, issuing payments.



COUNTY OF ALBANY, NEW YORK

11/01/2024 - 11/01/2025

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:

Gallagher Bassett Services, Inc.

2850 Golf Road

Rolling Meadows, Illinois 60008-4050

Attn: Legal Department

Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO BY:

COUNTY OF ALBANY, NEW YORK

By: _____

Print Name: _____

Title: _____

Date: _____



County of Albany
RFQ # 2022-046R | Claim Management Services

Table of Contents

Gallagher Bassett Proposal

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GB Exceptions

Cost Proposal Form

Gallagher Bassett Cost and Terms

Referenced Documents

Team Member Resumes
GB Annual Report

I. VENDOR IDENTIFICATION

Give the name of the firm, address, telephone and facsimile numbers, contact person and email address.

Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, IL 6008
630-773-3800

Kevin Spadaccino will serve as the contact for this RFQ. Kevin can be reached at 856-780-3079 or kevin_spadaccino@gbtpa.com.

II. VENDOR QUALIFICATIONS

a. Provide a brief history and description of your firm.

Founded in 1962, **Gallagher Bassett (GB)** is a multi-line claims administrator handling workers' compensation, automobile liability, general liability, products/professional liability, Texas non-subscriber, and property lines of coverage; with worldwide recorded revenues in excess of \$977 million. Additionally, we offer our clients an array of risk management services to include integrated medical management services, loss control/appraisal services, self-insured qualifying and state filing services, and state-of-the-art RMS services; providing our clients with a one-stop shop for all their risk management needs.

Our approach is to offer and design specialized programs to meet the individual needs of our clients with highly tailored solutions for managing claim outcomes. Approved by more than 90 major primary and excess carriers, we provide the consistency needed within your risk management program offering no disruption in the event of a carrier change. As one of the largest non-carrier affiliated third-party administrators in the industry, we have a global presence, staffed with more than 6,000 claims professionals who serve more than 5,600 customers. Our reputation for the delivery of high-quality, cost-effective, and innovative risk management service is unparalleled in the industry.

No other TPA has GB's track record for growth, stability, and success. Whether being recognized as one of the leading TPAs in Casualty Claim Handling by Advisen in 2020, having leaders within our organization recognized as Break Out Award winners in back-to-back years by Business Insurance, or receiving the distinction as a World's Most Ethical Company for a tenth consecutive year, GB leads the TPA marketplace.

b. Include your firm's most recent annual report.

A copy of our Annual Report is included in the Referenced Documents section of our proposal.

c. Identify your firm's professional staff members who would be involved in the County engagement, and the experience each possesses, and the location of the office from which each work.

The County's program will be handled by our Mechanicsburg, PA branch team. We have assembled an experienced and talented team to lead the County's program with each of the proposed team members having been selected for their skill sets and experience.

- **George Cooper, Senior Resolution Manager:** George has been a member of the GB team for 17 years and brings 26 years of liability claims handling experience to the program.
- **Steven Scott, Supervisor:** Steven offers 26 years of claims handling experience, the last 10 of which have been in a supervisor role.

Resumes for the proposed team are included in the Referenced Documents section of our proposal.

d. Give the name and title of person(s) authorized to bind the firm in a contract with Albany County.

Account Executive Kevin Spadaccino will be the County's authorized personnel to bind the County's contract with GB. Kevin has served as an Account Executive in the Public Entity Practice for seven years, with over 20 years of experience here at Gallagher Bassett. Kevin is located in Doylestown, PA and reports to our Corporate Office in Rolling Meadows, IL (NW suburb of Chicago). Kevin has been responsible for the successful architecture and implementation of numerous risk management programs. He will serve as the County's key point of contact throughout the RFP and implementation process. Kevin will also provide strategic oversight and support to the team leading the initiatives at GB. Additionally, he will represent the interests of the County to our GB executive team in the advancement of your goals as well as our corporate strategy.

e. Detail your firm's experience with professional claim management and administration services

GB has learnings and experiences of handling claims for hundreds of municipalities, thousands of school districts, cities like the County of Albany and four U.S. States. In 2021, Public Entity clients represented over \$3.5 billion in total incurred. We currently service 139 Public Entity clients with over 63,000 claims handled; with nearly 40,000 claims being newly arising.

We understand the unique requirements our Public Entity clients face and emphasize the importance of seamless communication to ensure GB is consistently meeting all expectations to serve your program to the fullest. This combined history of our public sector experience is one of our strongest assets.

f. Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

Cornell University

395 Pinetree Road

Ithaca, NY 14850

Contact: Nakeschi Watkins

Title: Risk Management and Insurance

Phone: 607-254-1576

E-Mail: nnw6@cornell.edu

Town of Orangeburg

Town Hall 26 Orangeburg Rd

Orangeburg, NY 10962

Contact: Jeffrey W. Bencik

Title: Director of Finance

Phone: 845-359-5100 ex 2204

E-Mail: jbencik@orangetown.com

City of Newburgh

83 Broadway

Newburgh, NY 12550

Contact: Michele Kelson ESQ

Title: Corporate Counsel

Phone: 845-569-319

E-Mail: mkelson@cityofnewburgh-ny.gov

g. Provide any additional information that would distinguish your firm in its service to Albany County.

GB believes in doing the right thing in the right way. From workers suffering a loss or damaged third parties, to organizations needing to move forward - people count on us. We're aware of it and ready to meet the challenge thanks to our:

- **Expertise** – GB has been providing comprehensive risk management services since 1962. Our reputation for the delivery of high-quality, cost-effective, and innovative claims management services is unparalleled in the industry.
- **Innovation** – GB is relentlessly focused on delivering the best results in our industry. It's why we have made significant investments in areas such as benchmarking, decision support tools, RMIS capabilities and engagement technologies (e.g. mobile applications).
- **Quality** – GB's comprehensive approach to quality entails both qualitative and transactional dimensions, and is designed to be transparent, prescriptive, and impactful. We focus on improving claims handling skills and decisions that affect outcomes, and use real-time mechanisms that allow leaders to intervene and course correct early on.
- **Culture** – GB's culture is grounded in respect, inclusion, social purpose, and performance. Our culture drives a high level of employee engagement/retention and underpins exceptional client service. GB attracts the highest quality insurance professionals by offering a winning combination of culture, career opportunity, and recognition.

Below are claims specific differentiators including: LUMINOS (client-facing RMIS), Quality Tools (Operational Quality Dashboard and ROSCO), and Predictive Modeling capabilities.

LUMINOS Overview

LUMINOS is our industry leading **client-facing RMIS which provides 24/7 web-based access to information** ranging from dashboard overviews to detailed standard and customized reports and access to the claim file itself. It **delivers unique answers and solutions** to our clients specific program needs, and it is available anytime, anywhere. LUMINOS offers an extensive suite of customizable dashboards, analysis of trends and identification of hot spots to enable rapid preventive and corrective action.

LUMINOS **responds to the high demand for immediate access to information** by making it easy to monitor incident, claim, and financial activity. It supports proactive claim management with your ability to:

- Add your own claim file attachments and client notes
- Activate claim alerts that keep you abreast of key claim file changes
- Use your mobile devices to access information while you are on the go

LUMINOS **seamlessly integrates claim data, financials, locations, and notes**. It has over 100 standard report, graph, and dashboard templates that make it easy to create almost any report, including every type of:

- Tactical report for day to day administration
- Strategic reports to capture important trends
- Forensic reports that open up the world of real cost drivers for each client

The LUMINOS **reporting tools** will allow the **County** to:

- Schedule individual reports or report packages
- Distribute reports to specified groups
- Apply coverage and location security
- Review summary level reports as well as drill-down to the precise details
- Export to Excel and PDF
- Ad-hoc capabilities
- Create reports based on a triggering event

- Respond to interactive questions to filter the report data
- Conduct advanced analytics

Quality Control

GB employs a comprehensive approach to quality assurance involving laser-focused feedback informed by industry leading business intelligence and a combination of traditional and innovative solutions. While supervisor reviews and claim audit practices have been commonplace in the claims industry for years and are involved with GB's quality solution, GB has re-engineered that approach to include additional methods for measuring and driving a quality level not typically seen in competitor's claim operations – as seen below through our Operational Quality Dashboard and ROSCO Approach.

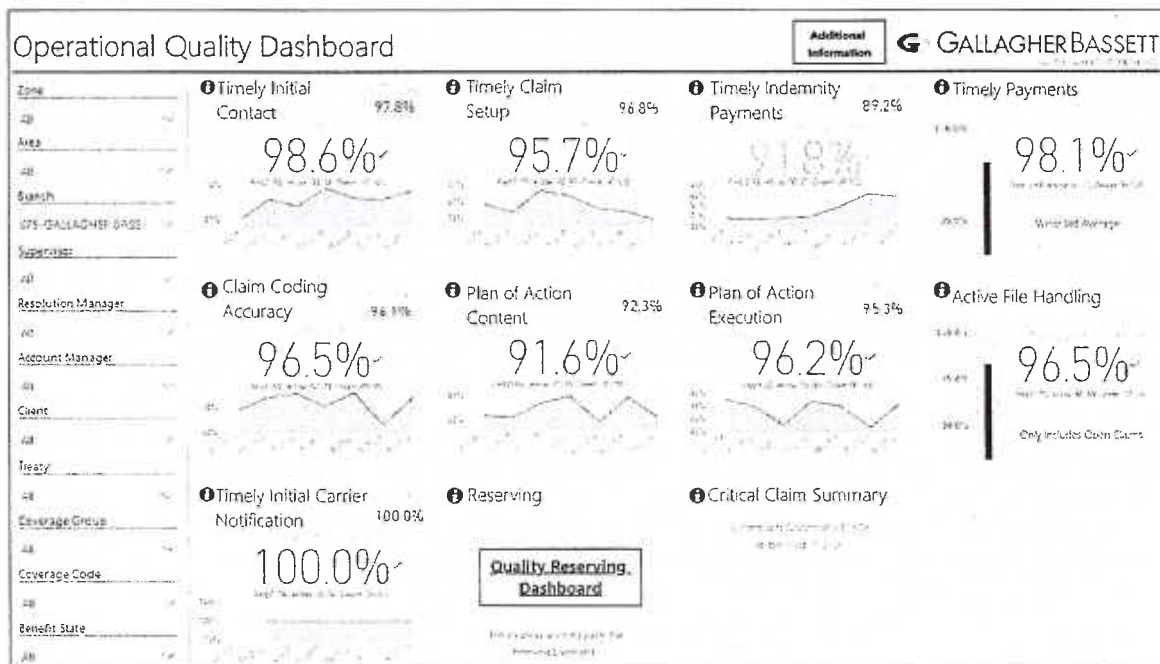
Operational Quality Dashboard (OQD)

GB uses cutting-edge tools to monitor and manage quality throughout our operation. We actively manage our resolution managers' (adjusters) performance via a comprehensive set of quality and outcome measures to ensure we are taking the right actions to deliver superior outcomes to our clients.

We have identified a number of qualitative metrics and transactions that are critical indicators of effective claim handling. The Operational Quality Dashboard (OQD) is an internal GB management tool that provides supervisors and branch managers with daily insight into performance on these indicators, allowing them to proactively identify and recognize high performers and address performance issues in advance before it negatively impacts clients. Value-creating benefits of the OQD include its ability to generate daily performance snapshots of key activities that are typically measured through periodic audits or monthly reports, including:

- Three-point contact timeliness
- Resolution manager and supervisor diary compliance
- Detailed Status Report creation
- Indemnity payment and provider payment timeliness

Compliance with these servicing priorities is measured, tracked and reported via the Operational Quality Dashboard (detailed/captured on the following page):



The OQD provides transparent, actionable views of claims operations performance at zone, branch, client, resolution manager, and claim level. As such, it doesn't just highlight areas of concern, but drives action to resolve issues as soon as they are identified. It is also tightly integrated with our internal claims system for a holistic view of customer segment and lines of business can be developed. Metrics are refreshed daily to enable active management of servicing priorities.

In addition, we have a client-facing OQD that captures the majority of the same metrics for the client to utilize. THE COUNTY will have the capabilities to monitor their program on a day-to-day, 24/7 basis.

III. PLAN IMPLEMENTATION

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

We have reviewed the below Scope of Services and agree to them in their entirety.

SECTION 4: SCOPE OF SERVICES:

During the period of this AGREEMENT, the CONSULTANT agrees to perform professional services as follows:

4.1 Review each claim and loss report submitted by the COUNTY during the term of this contract. The CONSULTANT shall act as claims administrator for all claims and losses affecting the County's self-insurance coverage, including general liability insurance, property insurance, Public Official's and employment claims, boiler and machinery coverage, crime insurance, and all other coverages which fall within the County's self-insurance program. The CONSULTANT shall act as claims administrator for all existing and future claims against the COUNTY having a date of loss covering the period May 1, 2022 to April 30, 2023.

4.2 Conduct an investigation of all claims made against the COUNTY pertaining to property damage and automobile liability claims including claims of bodily injury, property damage and automobile physical damage.

4.3 Assign as necessary, those claims of general liability, professional liability and similar claims not specifically retained by the CONSULTANT, pursuant to the County's request, for investigative and related services. All assignments for investigative services shall be made in a prompt and timely manner in order to preserve the rights of the COUNTY and insurance carriers.

4.4 Report all claims to the appropriate insurance carrier and CMS as required by law, in a timely manner, and consistent with Albany County's contracts of insurance and applicable law, the terms of which the CONSULTANT shall be fully familiar with.

4.5 Maintain a file for each qualified claim or loss which shall be available for review by the COUNTY. The CONSULTANT shall adjust, settle, or resist all qualified claims or losses with specific approval of the COUNTY and insurance carrier, if applicable.

4.6 Accept and evaluate reports on claims from any investigative or reporting firm, and/or defense counsel, and review same for purposes of establishing loss claim reserves. Establish and update claim reserves as needed.

4.7 Coordinate investigations on litigated claims with attorneys, and other insurance carriers representing the COUNTY and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be charged to the COUNTY, and to the insurance carrier in the event the self-insured retention is exceeded.

4.8 Have CONSULTANT'S Internal Product Support staff review large and unusual claims at no additional costs to the COUNTY.

- 4.9 Investigate and pursue subrogation possibilities on behalf of the COUNTY in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the COUNTY.
- 4.10 Process all payments including obtaining duly executed County claim forms, releases, and authorizations for payment and transmitting final checks upon receipt from the COUNTY.
- 4.11 Maintain an automated loss and information system, and provide the COUNTY with monthly reports.
- 4.12 Provide such forms needed to administer the COUNTY'S program.
- 4.13 Provide additional ad hoc information, analysis, reports and services on a time and expense basis.
- 4.14 Assist the COUNTY in selecting appropriate experts or specialists as the claims may require.
- 4.15 Provide personnel needed to perform the services agreed to herein.
- 4.16 All claims administered by the CONSULTANT on the COUNTY'S behalf shall be administered for the "life of the claim", and said administration shall survive termination of this AGREEMENT. All claims and losses that may arise after termination of this AGREEMENT shall be handled by the CONSULTANT as if they were reported or occurred during the period of the AGREEMENT.
- 4.17 With respect to Self-Insurance Qualification, CONSULTANT shall assist the COUNTY in the filing of any reports and/or renewal applications required by state administrative agencies. All fees and assessments in connection with such are the obligation of the COUNTY.

IV. COST PROPOSAL:

- a. Submit a cost proposal for the services described in this RFQ and on the Cost Proposal Form included herein.

We have completed the Cost Proposal Form included with the RFQ and have also included our Cost & Terms document following our responses.

- b. Detail the fee structure for the work. Provide hourly rates and reimbursable costs if not included in the lump sum.

All fee structure details are included in our Cost & Terms document.

- c. Provide any other relevant information that will assist the County in evaluating your Proposal.

The pricing provided is for the Statistical entry claim handling that will include claim set-up, setting of initial reserves and ongoing updates provided by the client and issuing payments when required.

Gallagher Bassett's comments to the County of Albany's terms and conditions are noted below.

Section 8 —Indemnification:

GB would be responsible for indemnification with respect to any third-party claims attributed to its negligence or intentional misconduct. GB's indemnification obligations would be reduced by any breach or negligence attributed to the County or its vendors, counsel, representatives, and agents. Additionally, to the extent allowed under applicable law, GB would seek indemnification from the County with respect to any breach, negligence or intentional misconduct attributed to the County, its vendors, agents, counsel, or representatives. Finally, to the extent allowed under applicable law, GB would seek appropriate limitations within the agreement.

Section 10: Insurance and Security Requirements

Section 10.2(c). A policy or policies or comprehensive ~~all-risk~~ insurance with limits of not less than:

Section 10.2(b). GB will only provide notice of change for GL.

Section 11: Remedy for Breach: Any final agreement between the Parties would need to contain mutual breach language that would pertain to both Parties.]

Section 13: Interpretation: GB would request that the priorities be in the following order: (1) the Agreement; (2) the Contractor's proposal; (3) the RFQ.

7. Describe all other costs or fees not included above and state whether such fees are flat or variable and on what basis.

The Account will have a \$2,500 flat fee for two access's to our RMIS system, Luminos. A standard administration fee will apply of \$2,000 which is variable annually.

8. All costs are to be based on the life of handling and shall include any claims or losses after termination of agreement.

COMPANY: Gallagher Bassett Services, Inc.

ADDRESS: 2850 Golf Road

CITY, STATE, ZIP: Rolling Meadows, IL 60008

TEL. NO.: Main: 630-773-3800

FAX NO.: N/A

FEDERAL TAX ID NO.: 36-3365500

REPRESENTATIVE: Kevin Spadaccino

E-MAIL: kevin_spadaccino@gbtpa.com

SIGNATURE AND TITLE  Account Executive,
Northeast - Risk Management Sales

DATE April 28, 2022

FEE PER CLAIM - HANDLE TO CONCLUSION	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	6	\$575	\$3,450
Auto Liability/Property Damage	4	\$275	\$1,100
Auto/Physical Damage	0	\$250	\$0
General Liability/Bodily Injury	11	\$575	\$6,325
General Liability/Property Damage	4	\$275	\$1,100
General Liability/Personal Injury	0	\$575	\$0
Professional Liability	20	\$650	\$13,000
Incidents - Liability	2	\$50	\$100
Total Liability Fee Per Claim	47		\$25,075
Property			
Property	0	\$275	\$0
Incidents - Property	0	\$50	\$0
Total Property Fee Per Claim	0		\$0

ADMINISTRATIVE SERVICES			Fee
Administrative Services			
Administration / Data Management			\$2,000
RMIS Standard License (2 RMIS Users)			\$2,500
Total Administrative Services			\$4,500

TOTAL USD			\$29,575
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Statistical entry claim handling will include: claim set-up, setting of initial reserve and ongoing updates based on guidance from client, issuing payments.

Gallagher Bassett will be handling claims on an Administrative basis only as the County will be self-handling the claims under this agreement. Additionally, an escrow will be established by the County for claims payment processing in which Gallagher Bassett will make claim payments, with the information provided from the County. Gallagher Bassett will not be fully handling the claim files, our scope will be limited to the above, full claims adjudication would be a separate agreement and pricing.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Estimate - Claims will be reconciled and billed at the 18th and 24th month and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services



COUNTY OF ALBANY, NEW YORK
05/15/2022 - 05/15/2023

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Statistical Claim Handling

Statistical entry claim handling will include: claim set-up, setting of initial reserve and ongoing updates based on guidance from client, issuing payments.

COUNTY OF ALBANY

COST PROPOSAL FORM

QUOTE IDENTIFICATION:

Title: Claims Management Services

RFP Number: 2022-046R

PROPOSED CONTRACT COSTS

I.

Fee per claim (Life of claim)	First Year	Second Year	Third Year
Auto Bodily Injury	\$575	\$593	\$611
Auto Property Damage	\$275	\$284	\$293
Auto Physical Damage	\$250	\$258	\$266
General Liability Bodily Injury	\$575	\$575	\$611
General Liability Property Damage	\$275	\$284	\$293
Personal Injury Liability	\$575	\$593	\$611
Public Officials Liability	\$650	\$667	\$687
Property Loss	\$275	\$284	\$293

2. Alternate costs including a total contract cost
3. List and describe any/all other fees or charges. Include the cost basis if not a flat charge.

The County can also utilize Electronic Incident or Incident Only claims type as well at a rate of \$50.00 each. Gallagher Bassett will be handling claims on an Administrative/Statistical basis only as the County will be self-handling the claims under this agreement. Provided all applicable information is obtained on a claim by claim basis, we will also be reporting to CMS on the County's behalf at no charge.

4. State any minimum contract cost.

\$ not applicable

5. State any maximum contract cost.

\$ not applicable

6. If fees and costs proposed differ from above, describe in detail and explain how proposed costs are determined in an attachment.