

Albany County Request for Contract Approval

Contract #	2024-2642
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	A1185 - Coroner
Date Submitted	Tuesday, December 17, 2024
Contact Person	Strock, Kellie
Contact Phone	+1 5184473069
Vendor Info	Occupational Research and Assessment, Inc 124 Elm St, Big Rapids, MI 49307
Estimated Amount	\$23,851.00
Estimated Term	2/1/2025 to 1/31/2026
Scope of Services	The software will be for an Electronic Case Management System for the Albany County Coroner's Office that will provide a more efficient way to securely store and track data, while maintaining HIPAA privacy rules.
Budget Line Item	AA4320 - 44021 - OSF15
Fiscal Impact	County: 0.00% State: 100.00% 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

PAUL L. MARRA
JOHN KEEGAN
ANTONIO STURGES
KEVIN CROSIER



JOHN J. LEN, MD
BERNARD T. NG, MD, MBA
N. BALASUBRAMANIAM, MD
CORONERS & PHYSICIANS

KELLIE STROCK
CONFIDENTIAL SECRETARY

COUNTY OF ALBANY
OFFICE OF CORONERS
112 STATE STREET, SUITE 820
ALBANY, NEW YORK 12207
PHONE: (518) 445-7604
FAX: (518) 447-5699

December 19, 2024

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

Dear Chairwoman Cunningham,

The Albany County Coroner's Office respectfully requests the approval of a contract with Occupational Research and Assessment, Inc. in order to purchase Medicolegal Death Investigation software for \$23,851. MDI Log is an electronic case management system which will allow for more streamlined communication between Coroners, Physicians and Support Staff. MDI Log will also allow more comprehensive data collection and storage of decedent's information, while maintaining confidentiality.

Related costs of this contract will be covered using awarded Opioid Settlement Funds and will fall under the following budget line: A4320 44021 OSF15. Projected term of contract is from February 1st, 2025 through January 31st, 2026.

Please feel free to reach out with any additional information.

Thank you,

Paul Marra
Senior Coroner
Albany County Coroner's 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: Faye Feters
Management and Budget

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 2, 2024

RE: RFP #2024-133 Coroner Electronic Case Management

I am in receipt of your recommendation to award the aforementioned to ORA in the amount of \$23,851.00 for one year.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of ORA.

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

Proposal Rating Worksheet

Proposer: ORA**Proposer: ORA**

	Reviewer 1			Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Qualifications/Experience	10%	4	0.4	5	0.5	4	0.4	5	0.5	5	0.5
References	10%	4	0.4	5	0.5	3	0.3	5	0.5	4	0.4
Plan Implementation											
	50%	5	2.5	4	2	4	2	4	2	4	2
Cost Proposal Section	30%	5	1.5	5	1.5	4	1.2	4	1.2	2	0.6
TOTALS:											
			4.8		4.5		3.9		4.2		3.5
TOTAL											
20.9											

NOTES:

RFP #2024-105 Electronic Case Mangement System
Proposal Rating Worksheet

Proposer: Quincy Technologies

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Qualifications/Experience	10%	3	0.3	5	0.5	5	0.5	5	0.5	5	0.5
References	10%	4	0.4	5	0.5	5	0.5	4	0.4	3	0.3
Plan Implementation											
Cost Proposal Section	50%	3	1.5	4	2	5	2.5	5	2.5	3	1.5
	30%	3	0.9	2	0.6	5	1.5	3	0.9	2	0.6
TOTALS:			3.1		3.6		5		4.3		2.9
											18.9
											TOTAL

NOTES:

RFP #2024-105 Electronic Case Mangement System
Proposal Rating Worksheet

Proposer: Contenda

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Qualifications/Experience	10%	2	0.2	4	0.4	4	0.4	2	0.2	5	0.5
References	10%	2	0.2	5	0.5	5	0.5	1	0.1	4	0.4
Plan Implementation											
Cost Proposal Section	50%	1	0.5	2	1	5	2.5	2	1	5	2.5
	30%	1	0.3	3	0.9	5	1.5	1	0.3	2	0.6
TOTALS:		1.2		2.8		4.9		1.6		4	
										TOTAL	
										14.5	

NOTES:

RFP #2024-105 Electronic Case Mangement System

Proposal Rating Worksheet

Proposer: Global Solutions

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Qualifications/Experience	10%	1	0.1	5	0.5	1	0.1	2	0.2	3	0.3
References	10%	2	0.2	5	0.5	2	0.2	4	0.4	2	0.2
Plan Implementation											
Cost Proposal Section	50%	2	1	3.75	1.875	2	1	3	1.5	3	1.5
	30%	2	0.6	3	0.9	2	0.6	2	0.6	2	0.6
TOTALS:			1.9		3.775		1.9		2.7		2.6
		TOTAL									
		12.88									

NOTES:

RFP #2024-105 Electronic Case Mangement System

Proposal Rating Worksheet

Proposer: VertiQ Software

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Qualifications/Experience	10%	1	0.1	5	0.5	1	0.1	1	0.1	4	0.4
References	10%	3	0.3	5	0.5	1	0.1	3	0.3	2	0.2
Plan Implementation											
	50%	3	1.5	4	2	1	0.5	3	1.5	2	1
Cost Proposal Section	30%	3	0.9	4	1.2	1	0.3	2	0.6	2	0.6
TOTALS:			2.8		4.2		1		2.5		2.2
											12.7
											TOTAL

NOTES: _____

RFP #2024-105 Electronic Case Mangement System

Proposal Rating Worksheet

Proposer: SalVenture Tech

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Qualifications/Experience	10%	2	0.2	5	0.5	1	0.1	3	0.3	4	0.4
References	10%	1	0.1	5	0.5	1	0.1	3	0.3	3	0.3
Plan Implementation											
	50%	2	1	4	2	2	1	3	1.5	2	1
Cost Proposal Section	30%	1	0.3	3	0.9	1	0.3	2	0.6	2	0.6
TOTALS:			1.6		3.9		1.5		2.7		2.3
TOTAL											12

NOTES:

RFP #2024-105 Electronic Case Mangement System
Proposal Rating Worksheet

Proposer: PlanStreet

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Reviewer 5	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Qualifications/Experience	10%	0	0	5	0.5	1	0.1	1	0.1	3	0.3
References	10%	0	0	5	0.5	1	0.1	3	0.3	2.5	0.25
Plan Implementation											
Cost Proposal Section	50%	0	0	4	2	1	0.5	4	2	2.5	1.25
	30%	2	0.6	2	0.6	2	0.6	2	0.6	2	0.6
TOTALS:			0.6		3.6		1.3		3		2.4
											10.9

NOTES: _____

Albany County Request for Contract Approval

Contract #	2024-2672
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	
Department	NH6020 - Residential Health Care Facility
Date Submitted	Tuesday, December 31, 2024
Contact Person	Thelen, Shawn
Contact Phone	+1 5184477108
Vendor Info	Aetna Network Services, LLC. P.O. Box 818089, Cleveland, OH 44181-8089
Estimated Amount	\$50,000.00
Estimated Term	2/1/2025 to 1/31/2028
Scope of Services	This agreement is to accept Aetna insurance at Shaker Place Rehabilitation and Nursing Center. This Facility Agreement will allow for Aetna to be the payor for participants in their network with a commercial health product and medicare advantage plan.
Budget Line Item	NH6020 - -
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

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 12/31/2024

SUBJECT: Aetna Network Services, LLC

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Aetna Network Services, LLC. This Facility Agreement will allow for Aetna to be the payor for participants in their network with a commercial health product or Medicare advantage plan at Shaker Place for sub-acute care. The three per-diem rates coincide with the service level needed by the resident. These three per-diem rates are categorized as Level 1, Level II – Comprehensive Care and Level III – Complex Care with the daily rate being \$375.00, \$400.00 and \$500.00 respectively.

The term of the agreement is for three years, commencing on February 1st, 2025 through January 31st, 2028. The estimated revenue for the three year term is \$50,000.00.

We respectfully request approval of this contract.



FACILITY AGREEMENT

Aetna Network Services LLC, on behalf of itself and its Affiliates (“Company”), and **Albany County dba Shaker Place Rehabilitation and Nursing Center**, on behalf of itself and any and all of its Facility Providers and locations (“Facility or Provider”), are entering into this Facility Agreement (the “Agreement”), as of the Effective Date listed below.

The Agreement includes this cover/signature page, the **General Terms and Conditions** and **Definitions** that follow. It also includes one or more of the following parts:

- i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
- ii) **Product Addenda** that include additional requirements for specific Product Categories;
- iii) **Service and Rate Schedules** that go along with the various Product Addenda;
- iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Facility agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from this list is contained in the Agreement.

	PRODUCT CATEGORIES
✓	Commercial Health
✓	Medicare
	Medical Rental Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)

EFFECTIVE DATE: April 1, 2025

TERM: This Agreement begins on the Effective Date, continues for an initial term of three (3) years, and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least one hundred and eighty (180) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Facility has read and understood this Agreement, has had the opportunity to review it with an attorney of Facility's choice, and is authorized to bind Facility, including all Facility Providers and Facility locations, to the terms of the Agreement.

FACILITY

By:

Printed Name:

Title:

Date:

FEDERAL TAX I.D. NUMBER:

As required by Section 8.7 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Facility contract notice address:

Albany County dba Shaker Place Rehabilitation and Nursing Center
100 Heritage Ln
Albany, NY 12211

Facility contract notice email address:

COMPANY

By:

Printed Name:

Title:

Date:

As required by Section 8.7 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Company:

Aetna
P.O. Box 818089
Cleveland, OH 44181-8089

GENERAL TERMS AND CONDITIONS

1.0 FACILITY OBLIGATIONS

1.1 General Obligations. Facility agrees that it and all Facility Providers will:

- (a) provide Covered Services, including any related facilities, equipment, personnel and/or other resources necessary to provide the Covered Services, to Members according to generally accepted standards of care in the applicable geographic area, and within the scope of its/their licenses and authorizations to practice;
- (b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law and conduct all credentialing, privileging, and re-appointment in accordance with Applicable Law and its medical staff by-laws, regulations, and policies;
- (c) comply with all Applicable Law related to this Agreement and the provision of and payment for health care services; Facility represents that neither it nor any Facility Provider has been excluded from participation in any Federal or state funded health program, or has a report filed in the National Practitioner Data Bank (NPDB);
- (d) comply with Company's credentialing/recredentialing requirements and applicable Participation Criteria; Facility understands that no Facility Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;
- (e) require all Facility Providers in all Facility locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;
- (f) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;
- (g) obtain signed assignments of benefits from all Members authorizing payment for Facility's services to be made directly to Facility instead of to the Member, unless the applicable Plan requires otherwise;
- (h) treat all Members with the same degree of care and skill as they treat patients who are not Members; Facility further agrees not to discriminate against Members in violation of Applicable Law or Company Policies;
- (i) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;
- (j) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Facility agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act (ACA) (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS);
- (k) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law. Unless disclosed in advance to Company and the affected Member, Facility will not

accept any referral from persons or entities that have a financial interest in Facility, or make any referrals to persons or entities in which Facility has a financial interest;

- (l) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies;
- (m) unless prohibited by Applicable Law or a violation of a specific peer review privilege, notify Company promptly about any: (i) material litigation brought against Facility or a Facility Provider that is related to the provision of health care services to Members and/or that could reasonably have a material impact on the services that Facility renders to Members; (ii) claims against Facility or a Facility Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks, that could reasonably have a material impact on Facility's ability to provide services to Members or to participate in Medicare or Medicaid programs; (iii) investigation or action taken by The Joint Commission (TJC) and/or other applicable accrediting organization that could adversely affect Facility's accreditation status; (iv) change in the ownership or management of Facility; (v) material change in services provided by Facility (e.g., a significant decrease in medical staff or the closure of a service unit or a material decrease in beds or emergency services departments) or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Facility or a Facility Provider related to those services;
- (n) mutually commit, together with Company, to the promotion of Member safety and clinical quality, including the prevention of potentially avoidable serious adverse events. Facility agrees to comply with Company's Patient Safety Events and related policies, and any successor policies, including, but not limited to, notification to applicable reporting agencies; root cause analysis; corrective action; and the waiver of directly related charges for certain events. Facility agrees to publicly report patient safety and quality information at least annually, to one or more external reporting entities, including but not limited to: CMS Quality Reporting Program; TJC; Leapfrog Facility Survey; and March of Dimes 39-Week Initiative.

1.2 **Facility Contact and Service Information.** Facility agrees that it has provided Company with contact information that is complete and accurate as of the Effective Date. Facility will notify Company within ten (10) business days of all changes to the list of Facility Providers, the services it/they provide and all contact and billing information for Facility and Facility Providers. Facility understands that failure to keep all such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's additional requirements for updating information and the actions it may take if Facility fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Facility.

1.3 **Compliance with Company Policies.** Facility agrees to comply with Company Policies of which Facility knows or reasonably should have known, including, but not limited to, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Facility's administration or rates under this Agreement, Company will send Facility at least ninety (90) days advance written notice of the Policy change. Facility understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. If Facility objects to a Policy change that will have a significant impact on Facility's administration or operations or will create a material adverse financial impact for Facility, it shall, within sixty (60) days of Company's notification, provide Company with written notice, specifying the basis for its concern; in such event, the Parties will negotiate, in good faith, an appropriate amendment, if any, to this Agreement. Facility is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment.** Subject to Applicable Law, Facility agrees:

- (a) to accept the rates contained in the applicable Service and Rate Schedule(s), regardless of where services are provided, as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum));
 - (b) that it is responsible for and will promptly pay all Facility Providers for services rendered, and that it will require all Facility Providers to look solely to Facility for payment;
 - (c) to submit complete, clean, electronic claims for Covered Services provided by Facility and Facility Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Facility provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside of Facility's control that resulted in a delayed submission;
 - (d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;
 - (e) to notify Company of any underpayment or payment/claim denial dispute within one hundred and eighty (180) days from date of payment and to follow Company's dispute and appeal Policies for resolution;
 - (f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for the prompt return of any overpayment. In the event of Facility's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims;
 - (g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law, this Agreement or Company Policies, and that Members may not be billed for any such claims;
 - (h) in the event that Facility acquires or takes operational responsibility for another Participating Provider, the then current agreement between Company and such Participating Provider will remain in place and apply to Covered Services provided by such Participating Provider for the longer of : (i) one (1) year; or (ii) the expiration of the then current term of such agreement. Notwithstanding the foregoing, Company may notify Facility with at least sixty (60) days' prior written notice that the terms of this Agreement shall sooner apply to such Participating Provider.
- 1.5 **Member Billing.** Facility agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Facility's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement.
- 1.6 **Utilization Management.** Facility agrees that it shall be subject to utilization management (including prospective, concurrent and retrospective review) and that payment for Facility services may be adjusted or denied for the inefficient delivery of services related to admissions, or length of stay. To facilitate timely and accurate concurrent utilization management, Facility and Company will cooperate as necessary to facilitate on-site and/or concurrent telephonic utilization management at Facility.
- 1.7 **Precertification and Referrals.** Except when a Member requires emergency services, Facility agrees to comply with any applicable precertification and/or referral requirements under the Member's Plan prior to the provision of Facility services. Facility will utilize the electronic real time HIPAA compliant transactions,

including but not limited to, eligibility, precertification and claim status inquiry transactions. Facility agrees to provide notice of all admissions of Members, and of all services for which Company requires notice, upon admission or prior to the provision of such services. For the purpose of pre-admission testing, Facility agrees to directly provide testing or accept test results and examinations performed outside Facility, provided such tests and examinations are: (a) performed by a state licensed laboratory for laboratory tests, and a licensed physician for such other tests and examinations; and (b) performed within a time reasonably proximate to the admission. For those Members who require services under a specialty program, Facility agrees to work with Company in transferring the Member's care to a specialty program Facility, as the case may be.

2.0 COMPANY OBLIGATIONS

2.1 General Obligations. Company agrees that:

- (a) unless an exception is stated in the applicable **Product Addendum**, Company or Payers will: (i) provide Members with a means to identify themselves to Facility, (ii) provide Facility with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Facility with a means to check Member eligibility; and (iv) include Facility in the Participating Provider directory(ies) for the applicable Plans;
- (b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;
- (c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law related to its performance of its obligations under this Agreement;
- (d) it will notify Facility of periodic updates to its Policies as required by this Agreement and make current Policies available to Facility through its provider websites or other commonly accepted media.

2.2 Claims Payment. Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

- (a) when it is the Payer, to pay Facility for Covered Services rendered to Members; and
- (b) when it is not the Payer, to notify the Payer to forward payment to Facility for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Facility acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Facility, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Facility agrees that it and Facility Providers will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Facility, to:

- (a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
- (b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category.

Company will notify Facility of the rates that will apply for any addition and will, as necessary, send Facility a new or revised **Product Addendum** and **Service and Rate Schedule**.

Facility can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan type or specialty program at existing terms and rates will not be considered "an addition" under this section.

Company is not required to designate include, or continue to include Facility, any specific Facility Provider(s) or any specific Facility location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation), product specialty program, or geographic area. Company may operate networks in which Facility is not included, whether for specific Payers/customers or otherwise. In certain situations, Facility may treat a Member of a Plan or Product Category in which Facility does not participate (e.g., a Member traveling out of area, emergency services). In those situations, Company may apply rates and terms (e.g., no balance billing) that Facility has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Facility agree that medical records do not belong to Company. Company and Facility agree that the information contained in the claims Facility submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (a) as required by Applicable Law; (b) to governmental authorities having jurisdiction; (c) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (d) in the case of Facility/Facility Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Facility will keep the rates and the development of rates and other terms of this Agreement confidential; provided, however, that nothing herein shall be deemed to prohibit Facility and Company/or a Payer from disclosing rates/and other information as required by Applicable Law (e.g., to promote transparency in pricing and quality information). Facility, through its staff, is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which Facility is paid. In addition, Facility and Facility Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

- 5.1 **Termination of Individual Facilities or Locations.** Company may terminate the participation of one or more of Facility's individual facilities or locations: (a) without cause, by providing Facility with at least one hundred and twenty (120) days written notice prior to the date of termination; or (b) for breach, as specified below, without affecting the participation of other facilities/locations.
- 5.2 **Termination for Breach.** This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.
- 5.3 **Immediate Termination or Suspension.** Company may terminate or suspend this Agreement with respect to Facility or any Facility Provider or location, with written notice to Facility, due to: (a) Facility's failure to continue to meet the licensure and other requirements of the applicable Participation Criteria; (b) the bankruptcy or receivership of Facility, or an assignment by Facility for the benefit of creditors; (c) the exclusion, debarment or suspension of Facility or a Facility Provider from participation in any governmental sponsored program,

including, but not limited to, Medicare or Medicaid; (d) change of control of Facility to an entity not acceptable to Company; (e) the revocation or suspension of Facility's accreditation by TJC or any other applicable accrediting agency; or (f) a determination by Company that Facility's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Facility will provide immediate notice to Company of any of the events described in (a)-(e) above. Facility may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.

- 5.4 **Obligations Following Termination.** Upon termination of this Agreement for any reason, Facility agrees to provide services, at Company's discretion, to: (a) any Member under Facility's care who, at the time of the effective date of termination, is a registered bed patient at Facility, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Facility will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.
- 5.5 **Obligations During Dispute Resolution Procedures.** In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

- 6.1 **Independent Contractor Status/Indemnification.** Company and Facility are independent contractors, and not employees, agents or representatives of each other. Company and Facility will each be solely liable for its own activities and those of its employees and agents, and neither Company nor Facility will be liable in any way for the activities of the other Party or the other Party's employees or agents. Facility acknowledges that all Member care and related decisions are the responsibility of Facility and/or Facility Providers and that Policies do not dictate or control Facility's and/or Facility Providers' clinical decisions with respect to the care of Members. Facility agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Facility's and/or Facility Providers' provision of care to Members. Company agrees to indemnify and hold harmless Facility and Facility Providers from any and all third-party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Company's administration of Plans. This provision will survive the termination of this Agreement.
- 6.2 **Use of Name.** Facility agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Facility will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or service marks without Company's and/or the applicable Payer's prior written consent, which consent shall not be unreasonably withheld.
- 6.3 **Interference with Contractual Relations.** Facility will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, Facility will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this section is intended or will be deemed to restrict: (a) any communication between

Facility and a Member, or a party designated by a Member determined by Facility to be necessary or appropriate for the diagnosis and care of the Member; or (b) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

7.1 **Dispute Resolution.** Company will provide an internal mechanism under which Facility can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Facility will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.

7.2 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND FACILITY UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Where a Party's claim is for greater than Ten Million Dollars (\$10,000,000), a panel of three (3) arbitrators (one chosen by each Party and the third to be a former Federal district court judge agreed upon by the Parties) will preside over the matter, unless the Parties agree otherwise. If a Party's claim is for less than Ten Million Dollars (\$10,000,000), a single (1) arbitrator will preside over the matter, unless the Parties agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of \$250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 **Entire Agreement.** This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and**

Rate Schedule will prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.

- 8.2 **Waiver/Governing Law/Severability/No Third-Party Beneficiaries/Headings**. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law, this Agreement will be governed in all respects by the laws of the state where Facility is located, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.
- 8.3 **Insurance**. Company agrees to procure and maintain such policies of general and other insurance, and/or maintain an appropriate program of self-insurance, as shall be necessary to insure Company and its employees against any claim or claims for damages arising directly or indirectly in connection with the performance of any service by Company under this Agreement. Facility agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance at minimum levels as required by state law, or in the absence of a state law specifying a minimum limit, an amount customarily maintained by facilities in the state or region in which the Facility operates. Such insurance coverage shall cover the acts and omissions of Facility as well as those of Facility's agents and employees.
- 8.4 **Limitation of Liability**. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.
- 8.5 **Assignment**. Facility may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which Facility participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Facility.
- 8.6 **Amendments**. This Agreement will be deemed to be automatically amended to conform with all Applicable Law promulgated at any time by any state or Federal regulatory agency, governmental authority or applicable accreditation agency. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement upon written notice, by letter, newsletter, electronic mail or other media, to Facility to comply with Applicable Law, or any order or directive of any governmental agency.
- 8.7 **Notices**. Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

- 8.8 **Non-Exclusivity.** This Agreement is not exclusive and does not preclude either Party from contracting with any other person or entity for any purpose.

DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity, that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Facility, applicable accreditation agency or organization (e.g., TJC, Committee on Accreditation of Rehabilitation Facilities (CARF), American Association for Accreditation of Ambulatory Surgery Facilities (AAAASF), American Osteopathic Association's Healthcare Facilities Accreditation Program (HFAP)) requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Facility Provider. Any physician or other health care provider: (a) employed by Facility; or (b) who, through a contract or arrangement with Facility, provides services to Members for which Facility is reimbursed under this Agreement.

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Facility, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Facility serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria, Provider Manuals, clinical policy bulletins, credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, Institutes of Excellence™, complaint and appeals, and other policies and procedures (as modified from time to time) that are made available to Facility electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare) in which Facility participates under this Agreement, as more fully described on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.

State Compliance Addendum

NEW YORK

The State Compliance Addendum attached to this Agreement, is expressly incorporated into this Agreement and is binding upon the Parties to this Agreement. In the event of any inconsistent or contrary language between the State Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments or amendments, the Parties agree that the provisions of the State Compliance Addendum shall prevail, but, if applicable, only with respect to a particular line of business (e.g., fully-insured HMO) and/or Product.

For purposes of this State Compliance Addendum, the term “Entity” and/or “Provider” shall be interpreted to mean the entity executing the Agreement as identified and defined on the first page of the Agreement; and the term “Entity Provider” shall be interpreted to mean such entity provider as defined within the “Definitions” section of the Agreement, as applicable.

The New York State Department of Health “Standard Clauses for Managed Care Provider /IPA/ACO Contracts,” attached to this Agreement as Appendix A, are expressly incorporated into this Agreement and are binding upon the Article 44 plans and providers that contract with such plans, and who are a party to this Agreement. In the event of any inconsistent or contrary language between the Standard Clauses and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the parties agree that the provisions of the Standard Clauses shall prevail, except to the extent applicable law requires otherwise and/or to the extent a provision of this Agreement exceeds the minimum requirements of the Standard Clauses.

1. Contracting Entity

The responsible contracting entity shall be Aetna Health Inc., a New York corporation (“AHI”), and therefore the introductory paragraph of the Agreement shall be revised to include AHI as a named party to this Agreement.

Aetna Network Services LLC (“Company”) is limited to contracting with Entity and/or Entity Provider for the provision of services to Members of Plans other than those Plans offered by AHI. Health care services provided by Entity and/or Network Provider for the provision of services to Members of Plans offered by AHI, the responsible contracting entity shall be AHI.

2. Entity Obligations; General Obligations

Entity agrees that it and all Entity Providers will maintain such information and records pertaining to Member’s Dental Services for the longer of: (i) six (6) years after the last date Dental Services were provided to Member; (ii) in the case of Members who are minors, for three (3) years after the age of majority or six (6) years from after the last date Dental Services were provided; or (iii) the period required by Applicable Law.

Entity agrees that it and all Entity Providers to supply such information at no charge to the New York Department of Health. Notwithstanding any other provision in this Agreement to the contrary, medical records of all Members will be made available to the New York Department of Health for purposes of inspection and copying at no charge to the Department. [N.Y. Comp. Codes R. & Regs. tit. 10, § 98-1.12]

3. Entity and Entity Provider Contact and Service Information.

Additionally, if Entity Provider is a primary care provider or other physician type, Entity/Entity Providers agree to annually report to Company languages spoken and any affiliations with Company’s Participating hospitals. Entity/ Entity Providers further agree to report any changes regarding affiliations with Company’s Participating hospitals within fifteen (15) calendar days of such change. [NY CLS Ins. § 3217-a (17)]

4. Claims Submission and Payment

Payment for claims submitted after one hundred and twenty (120) days, may be reduced by twenty-five (25) percent. [N.Y. Ins. Law § 3224-a (McKinney)]

Except for overpayment related to government programs and/or Medicare, Company shall not initiate overpayment recovery efforts more than twenty-four (24) months after the original payment; provided that no time limit shall apply to initiation of overpayment recovery efforts based on reasonable suspicion of fraud or other intentional misconduct or initiated at the request of a Payer, and in the event that Entity and/or Entity Provider asserts a claim of underpayment Company may defend or set off such claim based on overpayments going back in time as far as the claimed underpayment. [N.Y. Ins. Law § 3224-b (McKinney)]

5. Claims Payment

Company agrees:

- (a) when it is the Payer, to pay for Covered Services rendered to Members; and
- (b) when it is not the Payer, to notify the Payer to forward payment for Covered Services,

within thirty (30) days of receipt of an electronic or forty-five (45) days of receipt of a paper clean, complete, undisputed claim. Capitation shall be used by a Payer as a method of compensation only to the extent permitted by New York law. [N.Y. Ins. Law § 3224-a (McKinney)]

Company will provide ninety (90) days prior notice of a material change to the Service and Rate Schedule, including any change to Aetna Market Fee Schedule (if applicable) that results in an adverse reimbursement change where adverse reimbursement change is one that could reasonably be expected to have an adverse impact on the aggregate level of payment to a health care professional. If Entity and/or Entity Provider objects to the material change Entity and/or Entity Provider may within thirty (30) calendar days of the date of the notice give written notice of termination of this Agreement to Company to be effective coincident of the effective date of the material change. Such written notice shall be sent to Entity and/or Entity Provider either by email if Entity and/or Entity Provider has email capabilities or hard copy if Entity and/or Entity Provider is without email capabilities. Such notices will specify the updates or material changes and information on where and how Entity and/or Entity Provider can access a schedule of specific updates or material changes, as well as the effective date of updates or material changes. Entity and/or Entity Provider may also view the updates or material changes ninety (90) days in advance of the effective date of updates or material changes via Availity (or a successor website or tool) or obtain a hard copy of the updates or material changes by calling or faxing a request to Company, along with the desired CPT codes, to Company's Provider Service Center (1-859-455-8650 or a successor number). [N.Y. Pub. Health Law § 4406-c (McKinney); N.Y. Ins. Law § 3217-b (McKinney)]

6. Network Participation

Company shall notify Entity and/or Entity Provider of any new Affiliate that may be applicable to this Agreement and offer products consistent with the Product Participation and Signature Sheet. Entity and/or Entity Provider shall have thirty (30) days from receipt of the aforementioned notice from Company to notify Company in writing to object to participate with any Plans offered by such new Affiliate. [N.Y. Ins. Law § 3217-b (McKinney)]

7. Term and Termination Rights and Obligations

Term. At least sixty (60) days prior to the termination of the Agreement, Company and Entity and/or Entity Provider that is a hospital shall utilize a mutually agreed upon mediator to assist in resolving any outstanding contractual issues. The results of the mediation shall not be binding on the Parties. [N.Y. Ins. Law § 3217-b (McKinney)]

Obligations Following Termination. In addition to obligations contained within the Agreement, upon termination of this Agreement for any reason, Entity agrees further agrees to provide Covered Services, to any Member undergoing an ongoing course of treatment with Entity and/or Entity Provider, (a) for a transitional period of up to ninety (90) days from the date on which such Member is notified of Entity and/or Entity Provider's disaffiliation from Company's network; or (b) if Member has entered the second trimester of pregnancy at the time of Entity and/or Entity Provider's disaffiliation, for a transitional period that includes the provision of post-partum care directly related to the delivery. [N.Y. Pub. Health Law § 4403 (McKinney)]

Additional Termination/Suspension Rights and Obligations. Company will provide to Entity/Entity Provider a written explanation of the reasons for the proposed contract termination and an opportunity for a review or hearing as hereinafter provided. This section shall not apply in cases involving imminent harm to patient care, a determination of fraud, or a final disciplinary action by a state licensing board or other governmental agency that impairs the Entity/Entity Provider's ability to practice. [N.Y. Ins. Law § 4803 (McKinney)]

8. Arbitration

Arbitration proceedings shall take place in the State of New York. The Commissioner shall receive notice of issues going to arbitration as well as copies of decisions thereof. The New York Department of Health shall not be bound by the decision of the arbitrator.

9. Limitations of Liability

A Party's liability, if any, for damages to the other Party related to this Agreement, will be not limited to the damaged Party's actual damages in accordance with Applicable Law.

10. Amendments

Any material amendment to this Agreement requires the prior approval of the New York State Department of Health thirty (30) days in advance of its anticipated execution. [N.Y. Comp. Codes R. & Regs. tit. 10, § 98-1.5]

11. Miscellaneous

Holding Members Harmless. Entity and/or Entity Provider shall hold Members harmless from liability and shall not bill Members under any circumstances for the costs of Covered Services rendered by Entity and/or Entity Provider, except that nothing herein shall prevent collection of applicable co-payments or co-insurance or permitted deductibles. [10 NYCRR § 98-1.5(b)(6)(ii)]

12. Definitions

Affiliate. Any corporation, partnership or other legal entity, that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement. Company's current Affiliates that may be applicable to this Agreement and offer products consistent with the Product Participation and Signature Sheet are listed here: <http://www.aetna.com/healthcare-professionals/documents-forms/newyork-affiliates-list.pdf>.

Aetna Market Fee Schedule. A fee schedule that is expressly incorporated into this Agreement and is binding upon the parties to this Agreement. Aetna Market Fee Schedule (“AMFS”) is based upon the contracted location where service is performed. AMFS is available to physicians through the Company's secure provider website via Availity (or a successor website or tool). Non-physicians or those not able to access online, can obtain a hard copy of the AMFS by faxing a request to Company, along with the desired CPT codes, to Company's Provider Service Center (1-859-455-8650 or a successor number).

Appendix

The following Appendix A “Standard Clauses” shall be added as an appendix to the Agreement.

APPENDIX A

New York State Department of Health

Standard Clauses for Managed Care Provider/IPA/ACO Contracts

Revised 04/01/2017

Notwithstanding any other provision of this agreement, contract, or amendment (hereinafter "the Agreement " or "this Agreement ") the Article 44 plans and providers that contract with such plans, and who are a party agree to be bound by the following clauses which are hereby made a part of the Agreement. Further, if this Agreement is between a Managed Care Organization and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, such clauses must be included in IPA/ACO contracts with Providers, and Providers must agree to such clauses.

A. Definitions for Purposes of this Appendix

"Managed Care Organization" or "MCO" shall mean the person, natural or corporate, or any groups of such persons, certified under Public Health Law Article 44, who enter into an arrangement, agreement or plan or any combination of arrangements or plans which provide or offer a comprehensive health services plan, or a health and long term care services plan.

"Independent Practice Association" or "IPA" shall mean an entity formed for the limited purpose of contracting for the delivery or provision of health services by individuals, entities and facilities licensed and/or certified to practice medicine and other health professions, and, as appropriate, ancillary medical services and equipment. Under these arrangements, such health care Providers and suppliers will provide their service in accordance with and for such compensation as may be established by a contract between such entity and one or more MCOs. "IPA" may also include, for purposes of this Agreement, a pharmacy or laboratory with the legal authority to contract with other pharmacies or laboratories to arrange for or provide services to enrollees of a New York State MCO.

"Provider" shall mean physicians, dentists, nurses, pharmacists and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of Health Care Services which are licensed, registered and/or certified as required by applicable federal and state law.

B. General Terms and Conditions

1. This agreement is subject to the approval of the New York State Department of Health (DOH) and if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by DOH for approval or, alternatively, to terminate this Agreement if so directed by DOH, effective sixty (60) days subsequent to notice, subject to Public Health Law §4403 (6)(e). This Agreement is the sole agreement between the parties regarding the arrangement established herein.
2. Any material amendment to this Agreement is subject to the prior approval of DOH, and any such amendment shall be submitted for approval in accordance with the appropriate procedures and timelines described in Sections III and VII of the New York State Department of Health Provider Contract Guidelines for MCOs and IPA/ACOs. To the extent the MCO provides and arranges for the provision of comprehensive Health Care Services to enrollees served by the Medical Assistance Program, the MCO shall notify and/or submit a copy of such material amendment to DOH, as may be required by the Medicaid Managed Care contract between the MCO and DOH.
3. Assignment of an agreement between an MCO and (1) an IPA/ACO, (2) an institutional network Provider, or (3) a medical group Provider that serves five percent or more of the enrolled population in a county, or the assignment of an agreement between an IPA/ACO and (1) an institutional Provider or (2) a medical group Provider that serves five percent or more of the enrolled population in a county, requires the prior approval of the Commissioner

of Health.

4. The Provider agrees, or if the Agreement is between the MCO and an IPA/ACO or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees and shall require the IPA/ACO's Providers to agree, to comply fully and abide by the rules, policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, contract, or DOH or DFS guidelines or policies and (b) has provided to the Provider at least thirty days in advance of implementation, including but not limited to:
 - quality improvement/management;
 - utilization management, including but not limited to precertification procedures, referral process or protocols, and reporting of clinical encounter data;
 - member grievances; and
 - Provider credentialing.
5. The Provider or, if the Agreement is between the MCO and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees, and shall require its Providers to agree, to not discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.
6. If the Provider is a primary care practitioner, the Provider agrees to provide twenty-four (24) hour coverage and back-up coverage when the Provider is unavailable. The Provider may use a twenty-four (24) hour back-up call service provided appropriate personnel receive and respond to calls in a manner consistent with the scope of their practice.
7. The MCO or IPA/ACO that is a party to this Agreement agrees that nothing within this Agreement is intended to, or shall be deemed to, transfer liability for the MCO's or IPA/ACO's own acts or omissions, by indemnification or otherwise, to a Provider.
8. Notwithstanding any other provision of this Agreement, the parties shall comply with the provisions of the Managed Care Reform Act of 1996 (Chapter 705 of the Laws of 1996) Chapter 551 of the Laws of 2006, Chapter 451 of the Laws of 2007, Chapter 237 of the Laws of 2009, Chapter 297 of the Laws of 2012, Chapter 199 of the Laws of 2014, Part H, Chapter 60, of the Laws of 2014 and Chapter 6 of the Laws of 2015 with all amendments thereto.
9. To the extent the MCO enrolls individuals covered by the Medical Assistance Program, this Agreement incorporates the pertinent MCO obligations under the Medicaid Managed Care contract between the MCO and DOH as set forth fully herein, including:
 - a. The MCO will monitor the performance of the Provider or IPA/ACO under the Agreement and will terminate the Agreement and/or impose other sanctions if the Provider's or IPA/ACO's performance does not satisfy the standards set forth in the Medicaid Managed Care contract.
 - b. The Provider or IPA/ACO agrees that the work it performs under the Agreement will conform to the terms of the Medicaid managed care contract between the MCO and DOH and that it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Provider's or IPA/ACO's performance.
 - c. The Provider or IPA/ACO agrees to be bound by the confidentiality requirements set forth in the Medicaid Managed Care contract between the MCO and DOH.
 - d. The MCO and the Provider or IPA/ACO agree that a woman's enrollment in the MCO's Medicaid Managed Care product is sufficient to provide services to her newborn, unless the newborn is excluded from the enrollment in Medicaid Managed Care or the MCO does not offer a Medicaid Managed Care product in the mother's county of fiscal responsibility.
 - e. The MCO shall not impose obligations and duties on the Provider or IPA/ACO that are inconsistent with the Medicaid Managed Care contract or that impair any rights accorded to DOH, the local Department

- of Social Services, or the United States Department of Health and Human Services.
- f. The Provider or IPA/ACO agrees to provide medical records to the MCO for purposes of determining newborn eligibility for Supplemental Security Income where the mother is a member of the MCO and for quality purposes at no cost to the MCO.
 - g. The Provider or IPA/ACO agrees, pursuant to 31 U.S.C. §1352 and CFR Part 93, that no federally appropriated funds have been paid or will be paid to any person by or on behalf of the Provider/IPA/ACO for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Member of Congress in connection with the award of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Provider or IPA/ACO agrees to complete and submit the "Certification Regarding Lobbying," Appendix attached hereto and incorporated herein, if this Agreement exceeds \$100,000. If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a member of Congress, in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement, and the Agreement exceeds \$100,000 the Provider or IPA/ACO shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - h. The Provider or IPA/ACO agrees to disclose to the MCO, on an ongoing basis, any managing employee who has been convicted of a misdemeanor or felony in relation to the employee's involvement in any program under Medicare, Medicaid or a Title XX services program (block grant programs).
 - i. The Provider or IPA/ACO agrees to monitor its employees and staff against the List of Excluded Individuals and Entities (LEIE), the Social Security Administration Death Master List, and the National Plan Provider Enumeration System (NPPES).
 - j. The Provider or IPA/ACO agrees to disclose to the MCO complete ownership, control, and relationship information.
 - k. The Provider or IPA/ACO agrees to obtain for the MCO ownership information from any subcontractor with whom the Provider has had a business transaction totaling more than \$25,000 during the 12-month period ending on the date of the request made by DOH, Office of the Medicaid Inspector General (OMIG) or the United States Department of Health and Human Services (DHHS). The information requested shall be provided to the MCO within 35 days of such request.
 - l. The Provider or IPA/ACO agrees to have an officer, director or partner of the Provider execute and deliver to DOH a certification, using a form provided by DOH through OMIG's website, within five (5) days of executing this agreement, stating that:
 - The Provider or IPA/ACO is subject to the statutes, rules, regulations, and applicable Medicaid Updates of the Medicaid program and of DOH related to the furnishing of care, services or supplies provided directly by, or under the supervision of, or ordered, referred or prescribed by the Provider. This includes 18 NYCRR 515.2 except to the extent that any reference in the regulation establishing rates, fees, and claiming instructions will refer to the rates, fees and claiming instructions set by the MCO.
 - All claims submitted for payment by the Provider/IPA/ACO are for care, services or medical supplies that have been provided.
 - Payment requests are submitted in accordance with applicable law.
 - m. The Provider or IPA/ACO agrees to require that an officer, director or partner of all subcontractors if they are not natural persons, or the subcontractor itself if it is a natural person, execute a certification, using a form provided by DOH through OMIG's website, before the subcontractor requests payment under the subcontract, acknowledging that:
 - The subcontractor is subject to the statutes, rules, regulations, and applicable Medicaid Updates of the Medicaid program and of DOH related to the furnishing of care, services or supplies provided directly by, or under the supervision of, or ordered, referred or prescribed by the subcontractor. This includes 18 NYCRR 515.2 except to the extent that any reference in the

- regulation establishing rates, fees, and claiming instructions will refer to the rates, fees and claiming instructions set by the MCO.
 - All claims submitted for payment by the subcontractor are for care, services or medical supplies that have been provided.
 - Payment requests are submitted in accordance with applicable law.
10. The parties to this Agreement agree to comply with all applicable requirements of the federal Americans with Disabilities Act.
11. The Provider agrees, or if the Agreement is between the MCO and an IPA/ACO or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees and shall require the IPA's Providers to agree, to comply with all applicable requirements of the Health Insurance Portability and Accountability Act, the HIV confidentiality requirements of Article 27-F of the Public Health Law, and Mental Hygiene Law § 33.13.
12. Compliance Program. The Provider agrees that if it claims, orders, or is paid \$500,000 or more per year from the Medical Assistance Program, including, in the aggregate, claims submitted to or paid directly by the Medical Assistance Program and/or claims submitted to or paid by any MCO under the Medicaid Managed Care Program, that it shall adopt and implement a compliance program which meets the requirements of New York State Social Services Law § 363-d (2) and 18 NYCRR § 521.3.
13. Compliance Program Certification. The Provider agrees that if it is subject to the requirements of Section B (12) of this Appendix, it shall certify to DOH, using a form provided by OMIG on its website, within 30 days of entering into a Provider Agreement with the MCO, if they have not so certified within the past year that a compliance program meeting the requirements of 18 NYCRR §521.3 and Social Services Law § 363-d(2) is in place. The Provider shall recertify during the month of December each year thereafter using a form provided by OMIG on OMIG's website.

C. Payment and Risk Arrangements

1. Enrollee Non-liability. Provider agrees that in no event, including, but not limited to, nonpayment by the MCO or IPA/ACO, insolvency of the MCO or IPA/ACO, or breach of this Agreement, shall Provider bill; charge; collect a deposit from; seek compensation, remuneration or reimbursement from; or have any recourse against a subscriber, an enrollee or person (other than the MCO or IPA/ACO) acting on his/her/their behalf, for services provided pursuant to the subscriber contract or Medicaid Managed Care contract and this Agreement, for the period covered by the paid enrollee premium. In addition, in the case of Medicaid Managed Care, Provider agrees that, during the time an enrollee is enrolled in the MCO, Provider will not bill DOH or the City of New York for covered services within the Medicaid Managed Care benefit package as set forth in the Agreement between the MCO and DOH. This provision shall not prohibit the Provider, unless the MCO is a Managed Long Term Care plan designated as a Program of All-Inclusive Care for the Elderly (PACE), from collecting copayments, coinsurance amounts, or permitted deductibles, as specifically provided in the evidence of coverage, or fees for uncovered services delivered on a fee-for-service basis to a covered person, provided that Provider shall have advised the enrollee in writing that the service is uncovered and of the enrollee's liability therefore prior to providing the service. Where the Provider has not been given a list of services covered by the MCO, and/or Provider is uncertain as to whether a service is covered, the Provider shall make reasonable efforts to contact the MCO and obtain a coverage determination prior to advising an enrollee as to coverage and liability for payment and prior to providing the service. This provision shall survive termination of this Agreement for any reason and shall supersede any oral or written agreement now existing or hereafter entered into between Provider and enrollee or person acting on his or her behalf.
2. Coordination of Benefits (COB). To the extent otherwise permitted in this Agreement, the Provider may participate in collection of COB on behalf of the MCO, with COB collectibles accruing to the MCO or to the Provider. However, with respect to enrollees eligible for medical assistance or participating in Child Health Plus, the Provider shall maintain and make available to the MCO records reflecting COB proceeds collected by

the Provider or paid directly to enrollees by third party payers, and amounts thereof, and the MCO shall maintain or have immediate access to records concerning collection of COB proceeds.

3. If the Provider is a health care professional licensed, registered or certified under Title 8 of the Education Law, the MCO or the IPA/ACO must provide notice to the Provider at least ninety (90) days prior to the effective date of any adverse reimbursement arrangement as required by Public Health Law §4406-c(5-c). Adverse reimbursement change shall mean a proposed change that could reasonably be expected to have a material adverse impact on the aggregate level of payment to a health care professional. This provision does not apply if the reimbursement change is required by law, regulation or applicable regulatory authority; is required as a result of changes in fee schedules, reimbursement methodology or payment policies established by the American Medical Association current procedural terminology (CPT) codes, reporting guidelines and conventions; or such change is expressly provided for under the terms of this Agreement by the inclusion or reference to a specific fee or fee schedule, reimbursement methodology, or payment policy indexing scheme.
4. The parties agree to comply with and incorporate the requirements of Physician Incentive Plan (PIP) Regulations contained in 42 CFR §438.6(h), 42 CFR §422.208, and 42 CFR §422.210 into any contracts between the contracting entity (Provider, IPA/ACO, Entity and/or Network Provider, etc.) and other persons/entities for the provision of services under this Agreement. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an enrollee.
5. The parties agree that, where required by Public Health Law §4903, a claim for certain continued, extended, or additional health care services cannot be denied on the basis of medical necessity or a lack of prior authorization while a utilization review determination is pending if all necessary information was provided within the required timeframes and under the circumstances described in Public Health Law §4903.
6. The parties agree to follow Section 3224-a of the Insurance Law providing timeframes for the submission and payment of Provider claims to the MCO.
7. The parties agree to follow Section 3224-b(a) of the Insurance Law requiring an MCO to accept and initiate the processing of all claims submitted by physicians that conform to the American Medical Association's Current Procedural Technology (CPT) codes, reporting guidelines and conventions, or to the Centers for Medicare and Medicaid Services' Healthcare Common Procedure Coding System (HCPCS).
8. The parties agree to follow Section 3224-b(b) of the Insurance Law prohibiting an MCO from initiating overpayment recovery efforts more than 24 months after the original payment was received by a health care Provider, except where: (1) the plan makes overpayment recovery efforts that are based on a reasonable belief of fraud or other intentional misconduct or abusive billing; (2) for the Medicaid Managed Care and Family Health Plus programs, the overpayment recovery period for such programs is six years from date payment was received by the health care Provider with written notice 30 days prior to engaging in overpayment recovery efforts. Such notice must state the patient's name, service date, payment amount, proposed adjustment, and a reasonably specific explanation of the proposed adjustment.
9. The parties agree to follow Section 3224-c of the Insurance Law providing that claims cannot be denied solely on the basis that the MCO has not received from the member information concerning other insurance coverage.
10. The parties agree that this contract does not waive, limit, disclaim, or in any way diminish the rights that any Provider may have pursuant to Section 3238 of the Insurance Law to the receipt of claims payment for services where preauthorization was required and received from the appropriate person or entity prior to the rendering of the service.
11. The parties agree that for a contract involving Tier 2 or 3 arrangements as described in Section VII.B of the Guidelines, the contract must:

- a. Provide for the MCO's ongoing monitoring of Provider financial capacity and/or periodic Provider financial reporting to the MCO to support the transfer of risk to the Provider; and
 - b. Include a provision to address circumstance where the Provider's financial condition indicates an inability to continue accepting such risk; and
 - c. Address MCO monitoring of the financial security deposit, describing the method and frequency of monitoring and recourse for correcting underfunding of the deposit to be maintained by the MCO; and
 - d. Include a provision that the Provider will submit any additional documents or information related to its financial condition to the MCO, if requested by DOH.
12. The parties agree that for any contract involving an MCO and IPA/ACO, the contract must include provisions whereby:
- a. The parties expressly agree to amend or terminate the contract at the direction of DOH (applies to Tier 1, Tier 2 and Tier 3);
 - b. The IPA/ACO will submit annual financial statements to the MCO, as well as any additional documents required by the MCO as necessary to assess the IPA/ACO's progress towards achieving value based payment goals as specified in the Roadmap, and the MCO will notify DOH of any substantial change in the financial condition of the IPA/ACO (applies to Tier 2 and Tier 3); and
 - c. The IPA/ACO will submit any additional documents or information related to its financial condition to the MCO, if requested by DOH (applies to Tier 2 and Tier 3); and
 - d. The parties agree that all Provider contracts will contain provision prohibiting Providers, in the event of a default by the IPA/ACO, from demanding payment from the MCO for any covered services rendered to the MCO's enrollees for which payment was made by the MCO to the IPA/ACO pursuant to the risk agreement (applies to Tier 2 and Tier 3).

D. Records and Access

1. Pursuant to appropriate consent/authorization by the enrollee, the Provider will make the enrollee's medical records and other personally identifiable information (including encounter data for government-sponsored programs) available to the MCO (and IPA/ACO if applicable) for purposes including preauthorization, concurrent review, quality assurance, (including Quality Assurance Reporting Requirements (QARR)), payment processing, and qualification for government programs, including but not limited to newborn eligibility for Supplemental Security Income (SSI) and for MCO/Manager analysis and recovery of overpayments due to fraud and abuse. The Provider will also make enrollee's medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The Provider shall provide copies of such records to DOH at no cost. The Provider (or IPA/ACO if applicable) expressly acknowledges that the Provider shall also provide to the MCO and the State (at no expense to the State), on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.
2. When such records pertain to Medicaid reimbursable services, the Provider agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the Office of the Medicaid Inspector General, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of this Agreement regardless of the reason.
3. The parties agree that medical records shall be retained for a period of six years after the date of service, and in the case of a minor, for three years after majority or six years after the date of service, whichever is later, or for such longer period as specified elsewhere within this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.

4. The MCO and the Provider agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that the Provider will obtain consent from enrollees at the time of service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO, to an IPA/ACO or to third parties. If the Agreement is between an MCO and an IPA/ACO, or between an IPA/ACO and an IPA/ACO, the IPA/ACO agrees to require the Providers with which it contracts to agree as provided above. If the Agreement is between an IPA/ACO and a Provider, the Provider agrees to obtain consent from the enrollee if the enrollee has not previously signed consent for disclosure of medical records.

E. Termination and Transition

1. Termination or non-renewal of an agreement between an MCO and an IPA/ACO, institutional network Provider, or medical group Provider that serves five percent or more of the enrolled population in a county, or the termination or non-renewal of an agreement between an IPA/ACO and an institutional Provider or medical group Provider that serves five percent or more of the enrolled population in a county, requires notice to the Commissioner of Health. Unless otherwise provided by statute or regulation, the effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination by the MCO may be effected on less than 45 days' notice provided the MCO demonstrates to the satisfaction of DOH, prior to termination, that circumstances exist which threaten imminent harm to enrollees or which result in Provider being legally unable to deliver the covered services and, therefore, justify or require immediate termination.
2. If this Agreement is between the MCO and a health care professional, the MCO shall provide to such health care professional a written explanation of the reasons for the proposed contract termination, other than non-renewal, and an opportunity for a review as required by state law. The MCO shall provide the health care professional 60 days' notice of its decision to not renew this Agreement.
3. If this Agreement is between an MCO and an IPA/ACO, and the Agreement does not provide for automatic assignment of the IPA/ACO's Provider contracts to the MCO upon termination of the MCO/IPA/ACO contract, in the event either party gives notice of termination of the Agreement, the parties agree, and the IPA/ACO's Providers agree, that the IPA/ACO Providers shall continue to provide care to the MCO's enrollees pursuant to the terms of this Agreement for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever occurs first. This provision shall survive termination of this Agreement regardless of the reason for the termination.
4. Continuation of Treatment. The Provider agrees that in the event of MCO or IPA/ACO insolvency or termination of this contract for any reason, the Provider shall continue, until medically appropriate discharge or transfer, or completion of a course of treatment, whichever occurs first, to provide services pursuant to the subscriber contract or Medicaid Managed Care contract, to an enrollee confined in an inpatient facility, provided the confinement or course of treatment was commenced during the paid premium period. **For purposes of this clause, the term "Provider" shall include the IPA/ACO and the IPA/ACO's contracted Providers if this Agreement is between the MCO and an IPA/ACO.** This provision shall survive termination of this Agreement.
5. Notwithstanding any other provision herein, to the extent that the Provider is providing Health Care Services to enrollees under the Medicaid Program, the MCO or IPA/ACO retains the option to immediately terminate the Agreement when the Provider has been terminated or suspended from the Medicaid Program.
6. In the event of termination of this Agreement, the Provider agrees, and, where applicable, the IPA/ACO agrees to require all participating Providers of its network to assist in the orderly transfer of enrollees to another Provider.

F. Arbitration

To the extent that arbitration or alternative dispute resolution is authorized elsewhere in this Agreement, the parties to this Agreement acknowledge that the Commissioner of Health is not bound by arbitration or mediation decisions. Arbitration

or mediation shall occur within New York State, and the Commissioner of Health will be given notice of all issues going to arbitration or mediation and copies of all decisions.

G. IPA/ACO-Specific Provisions

Any reference to IPA/ACO Quality Assurance (QA) activities within this Agreement is limited to the IPA/ACO's analysis of utilization patterns and quality of care on its own behalf and as a service to its contractual Providers.

APPENDIX B
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of the Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, the Provider shall complete and submit Standard Form-LLL "Disclosure Form to Reporting Lobby," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into submission of this certification is a prerequisite for making or entering into this transaction pursuant to U.S.C. Section 1352. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE:

TITLE:

ORGANIZATION:

NAME: (Please Print)

SIGNATURE:

COMMERCIAL HEALTH PRODUCT ADDENDUM

The term Commercial Health Product means those commercial health products, benefit plans, programs, and networks offered, administered and/or serviced by Company.

It includes Federal Employee Health Benefit Programs (FEHB) and other Office of Personnel Management (OPM) plans and both full or partially insured plans, as well as self-funded plans administered and/or serviced by Company, whether group or individual. Examples of Commercial Health Products include, but are not limited to: *HMO, PPO, EPO, POS, QPOS, Elect Choice, Open Choice, Managed Choice POS, Aetna Choice POS II, Aetna Select, Aetna Student Health, indemnity plans with network incentives, Aetna Signature Administrators®, Joint Claims Administration, Meritain/Meritain Shared Administrative Services, Passport to Healthcare® and National Advantage Program.*

Nothing in this Addendum requires Company to include Provider in any specific Commercial Health Product(s). Provider's participation may be terminated by Company from one or more Commercial Health Products with ninety (90) days' prior written notice to Provider, without affecting participation in any other Commercial Health Products or other Product Categories.

Note:

If the Member's Plan includes the NAP Program, Company may apply the commercial product rates listed on the Commercial Health Product Service and Rate Schedule. Not all Member ID cards for Plans that include NAP list the NAP logo.

MEDICARE ADVANTAGE PRODUCT ADDENDUM

The terms of this Medicare Advantage Product Addendum ("Addendum") apply to Provider's participation in the Medicare Advantage Product as described below. All terms and conditions of the Agreement not in conflict with the terms and conditions set forth in this Addendum shall apply to this Addendum. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall apply. All terms not capitalized herein shall have the meanings ascribed to them in the Agreement. The term "Applicable Law" or "applicable law" as used in the Agreement shall include, as it relates to this Addendum, all applicable orders, directives, instructions, sub-regulatory guidance, and other requirements of any Official, including requirements for Medicare Advantage plans that pertain to participation as a First Tier or Downstream Entity in the Medicare Advantage Program.

1. DESCRIPTION. The Medicare Advantage Product includes the Medicare Advantage ("MA") plan(s) offered, administered and/or serviced by Company for Medicare beneficiaries in connection with a contract with the Centers for Medicare and Medicaid Services ("CMS") pursuant to Part C of Title XVIII of the Social Security Act ("Company's Medicare Plans"). Nothing herein requires that Provider be included in or designated as a Participating Provider in all MA plan(s)/plan variations or network(s) or in any specific geographic location(s).

2. PAYMENT.

- A. Reimbursement.** Reimbursement under this Addendum shall be made in accordance with the applicable Service and Rate Schedule in the Agreement. Provider acknowledges that payments made to Provider by Company are made in whole or in part with Federal funds and subject Provider to those laws applicable to individuals/entities receiving Federal funds. [45 C.F.R. part 84 and 45 C.F.R. part 91].
- B. Prompt Pay.** Company shall pay clean claims submitted by Provider for Covered Services provided to Medicare Members within thirty (30) calendar days of receipt. For purposes of this Addendum, the term "clean claim" shall have the meaning assigned in 42 C.F.R. §422.500. Company shall pay Provider as set forth in the applicable Service and Rate Schedule in the Agreement and in accordance with 42 CFR § 422.520(b).
- C. Overpayments.** Company shall have the right to pursue overpayments from Provider within three (3) years from the claim payment date.
- D. Medicare Payment Adjustment.** Company shall not pay any amounts beyond the amounts set forth in the applicable Service and Rate Schedule, including but not limited to any incentive payments that may be payable under traditional Medicare, except as expressly required by the Agreement or Applicable Law. Further, the Parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("Medicare Payment Adjustment"). Furthermore, any such Medicare Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the Parties agree that, in the event of a Medicare Payment Adjustment, Company's payment to Provider will be adjusted in accordance with the Medicare Payment Adjustment. Company shall adjust payments under this Agreement for Covered Services rendered by Provider on and after the effective date of the Medicare Payment Adjustment and shall continue to adjust payments to Provider until the earlier of the date (i) the Medicare Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Payment Adjustment. Medicare Payment Adjustments do not include performance-based incentive payments made under traditional Medicare as the result of the Medicare Access and CHIP Reauthorization Act of 2015 ("MACRA") and its implementing regulations, as may be amended from time to time.

3. ASSIGNMENT. Provider may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may

duplicate this Addendum, along with the underlying Agreement and any Service and Rate Schedules applicable to participation in Company's Medicare Plans, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of Company's Medicare Plans, Company may also create and assign to the purchaser a duplicate of this Addendum along with the underlying Agreement and any Service and Rate Schedules applicable to participation in Company's Medicare Plans. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Provider.

4. SUBCONTRACTING. Provider shall require all of its subcontractors, if any, to comply with Applicable Law.

- A. Contract Requirements.** Provider shall include in Provider's contracts with subcontractors all contractual and legal obligations required to appear in such contracts under Applicable Law. To the extent CMS requires additional provisions to be included in such subcontracts, Provider shall amend its contracts accordingly.
- B. Delegation.** If Provider delegates to a subcontractor a service required by this Agreement, and the service is required under the terms of Company's CMS Contract, Provider's subcontract shall be in writing and shall specify the delegated activities and reporting responsibilities, in addition to meeting the requirements described above. If Company delegates a function to Provider, Company retains the right to approve, suspend or terminate such delegation. In addition, Provider shall prohibit its subcontractors from further subcontracting or delegating services required under the terms of Company's CMS Contract without prior written consent from Company.

5. COMPLIANCE OBLIGATIONS

- A. Compliance with CMS Contract, Law.** Any services performed by Provider or its subcontractors for Company's Medicare Plans shall be consistent with Company's obligations under its CMS Contract and comply with Applicable Law. [42 C.F.R. § 422.504(i)(3)(iii)] and [42 C.F.R. § 423.505(i)(3)(iii)] [42 C.F.R. §§ 422.504(i)(4)(v)] and [42 C.F.R. § 423.505(i)(4)(iv)].
- B. Compliance with Medicare Policies** Provider shall comply with Policies applicable to Company's Medicare Plans, including, but not limited, those contained in the Provider Manual, as modified by Company from time to time. Provider understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. Provider is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes. [42 C.F.R. § 422.503] and [42 C.F.R. § 422.504] and [Medicare Managed Care Manual, Chapter 11, Section 100.4].
- C. Grievances/Appeals.** Provider agrees to cooperate with Company in resolving Medicare complaints, appeals, and grievances in accordance with Applicable Law. [42 C.F.R. § 422.504(a)(7)].
- D. Offshore Services.** If Provider (or its subcontractors) provides services for Company's Medicare Plans that involve the receipt, processing, transferring, handling, storing or accessing of Protected Health Information ("PHI") Offshore ("Offshore Services"), Provider agrees to complete Company's Offshore Services Attestation prior to the commencement of Offshore Services, within fifteen (15) days of a material change in scope or delivery of Offshore Services, and no less than annually. [42 C.F.R. §§ 422.504(i)(4) and (5)]. If Provider maintains existing Offshore Services on the effective date of this Addendum, Provider shall complete Company's Offshore Services Attestation within fifteen (15) days of such effective date. Notwithstanding the foregoing, in the event Provider (or its subcontractors) provides services for a Company Medicare Plan that is a Dual Eligible Special Needs Plan (DSNP) and the state in which the DSNP Medicare Members reside prohibits the offshoring of DSNP Medicare Member data through policy, regulation, statute, or the State Medicaid Agency Contract (SMAC) with Company, then Provider (or its subcontractors) must comply with the state requirement to keep DSNP Medicare Member data onshore in accordance with the policy, regulation, statute, or SMAC.

- E. Excluded Entities.** Provider agrees that no person or entity that provides services, directly or indirectly, for Company's Medicare Plans, may be an Excluded Entity under Section 1128 or 1128A of the Social Security Act. Provider shall screen the Exclusion Lists prior to initially hiring/contracting and monthly thereafter to ensure no employee or subcontractor appears on Exclusion Lists. If any employee or subcontractor appears on an Exclusion List or is otherwise prohibited from receiving payment under the Medicare program by Federal law, Provider will remove such individual or entity from any direct or indirect work on Company's Medicare Plans and promptly notify Company of the same.
- F. Compliance Program and Anti-Fraud Initiatives.** Provider shall maintain an effective compliance program to prevent, detect, and correct: (1) non-compliance with CMS's program requirements and (2) fraud waste and abuse ("FWA"). Such compliance program shall include dissemination to employees and Downstream Entities of (a) written policies and/or standards of conduct articulating the entity's commitment to compliance with Applicable Law, initially within ninety (90) days of hire/contracting, and at least annually thereafter; (b) communications regarding the obligation to report potential non-compliance or FWA issues (internally and to payers, including Company, as applicable), and a no-tolerance policy for retaliation or retribution for good faith reporting, and reporting mechanisms to employees and Downstream Entities and (c) appropriate training and education to ensure familiarity with and compliance with the compliance program. Provider, through its compliance program shall establish and maintain a process to: oversee and ensure that employees and Downstream Entities perform applicable services for Company's Medicare Plans consistent with this Agreement and Applicable Law and shall require implementation of disciplinary actions and corrective actions up to terminations where needed to ensure such compliance. Provider shall require that any Downstream Entity maintains an effective compliance program consistent with the requirements of this section. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)] and [42 C.F.R. §423.505].
- G. Home Infusion Drugs.** If Provider dispenses home infusion drugs that are covered under both Medicare Part B and Medicare Part D to a Medicare Member and such Medicare Member has MA-PD coverage offered by Company ("Home Infusion Drug") then Provider agrees that the home infusion drugs section in the Provider Manual shall, as required by Applicable Law, be considered a part of this Agreement. If Provider dispenses Home Infusion Drugs to a Medicare Member that are covered under the Medicare Member's Plan, then Provider agrees that the Home Infusion Drug provisions in the Provider Manual shall, as required by Applicable Law, be considered a part of this Addendum.
- H. Marketing.** Provider shall comply with the Medicare Communications and Marketing Guidelines ("MCMGs") as codified in 42 CFR 422.2260-422.2266 and 422.2274 and 423.2260-422.2266 and 423.2274 and shall remain neutral when assisting Medicare beneficiaries with enrollment decisions.
- I. Provider Directory.** Provider shall promptly provide Company with notice of any changes in Provider information set forth in Company's provider directory, including Provider's ability to accept new patients, the closing of a Provider's panel, the retirement or a provider leaving the group, or other similar changes at least sixty (60) days prior to the effective date of the change or no later than 10 days after such event. Provider shall respond to requests from Company for updated directory information within ten (10) calendar days of receipt of such request. [42 CFR §422.111(b)(3)] and [Medicare Managed Care Manual, Chpt. 4, § 110.2].

6. MEDICARE MEMBER PROTECTIONS.

- A. Hold Harmless.** Provider shall not hold Medicare Members liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)].
- B. Continuation of Benefits.** If Company's CMS Contract terminates or Company becomes insolvent or fails to make payment under this Agreement, Provider shall continue to provide Covered Services to Medicare Members who are hospitalized through the date of discharge and shall be prohibited from billing Medicare Members for such Covered Services. [42 C.F.R. § 422.504(g)(2)(i) and (ii)].

- C. Non-Covered Services.** Provider must hold Medicare Members harmless for the cost of non-covered services, except for normal cost-sharing amounts (i.e., copayments, coinsurance, and/or deductibles), unless the Medicare Member has received a pre-service organization determination notice of denial from Company before such services are rendered by Provider. This restriction on holding a Medicare Member financially responsible for non-covered services does not apply in instances where a service is never covered by Medicare under any circumstance. [CMS, Memorandum to Medicare Advantage Plans, et. al, "Improper Use of Advance Notices of Non-coverage" (May 5, 2014).] [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)] and [42 C.F.R. §423.505(i)(3)(i)].
- D. Dual Eligible Cost Share.** Provider shall not hold Medicare Members eligible for both Medicare and Medicaid liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Provider shall not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under Title XIX if the individual were not enrolled in such a plan. Provider will: (1) accept Company's payment as payment in full, or (2) bill the appropriate state source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(iii)].

7. RECORDS AND AUDIT.

- A. Maintenance of Records.** Provider shall preserve records applicable to Medicare Members and to Company's Medicare Plans, including its compliance with Applicable Law and this Agreement for the longer of: (i) the period of time required by state and federal law, or (ii) ten (10) years. In addition, to the extent applicable, Provider shall comply with 42 C.F.R. §422.2480(c) and maintain all records containing data used by Company to calculate Medicare medical loss ratios ("MLRs") for Company's Medicare Plans and/or evidence needed by Company and/or Officials to validate MLRs (collectively, "MLR Records") for ten years from the year in which such MLRs are filed by Company.
- B. Audit.** Provider agrees that Officials, including but not limited to HHS, the Comptroller General, or their designees have the right to directly or indirectly audit, evaluate, and inspect any pertinent information possessed by Provider or its Downstream Entities and relating to Company's Medicare Plans and any CMS Contract for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of First Tier and Downstream Entities) (collectively, "Records") through 10 years from the final date of the Final Contract Period of the CMS Contract or from the date of Completion of Audit, whichever is later. Provider shall make best efforts to notify Company within two (2) business days of any request by an Official, or their designees, to audit or evaluate Provider Records, and to the extent feasible, shall provide Company the right to participate in any such evaluation of Provider. [42 C.F.R. §§ 422.504(i)(2)(i), (ii), and (iv)] and [42 C.F.R. § 423.505(i)(2)(i), (ii), and (iv)].
- C. Confidentiality and Accuracy of Records.** Provider will comply with the confidentiality and Medicare Member record accuracy requirements, including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with Applicable Law, or pursuant to valid court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Medicare Members to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118] and [42 CFR § 423.136].
- D. Submission and Certification of Encounter Data.** Provider acknowledges that Company is required to provide CMS, other Officials and accrediting organizations with encounter data, including medical records and claims data. Provider shall routinely provide such encounter data to Company in the form and manner requested by Company. Provider certifies that such encounter data shall be accurate, complete and truthful to the best of its knowledge and belief. Provider agrees to immediately notify Company if any encounter data that Provider

submitted to Company for Medicare Members is inaccurate, incomplete or erroneous, and cooperate with Company to correct erroneous encounter data. Provider acknowledges its coding of claims and documentation to support such is relied on by CMS for audits and payment calculations. Provider shall routinely provide education and oversight to its staff that support coding and documentation and for its third-party billers, as applicable, on coding and documentation. Provider agrees to participate in Company's training and education on coding, from time to time. In the alternative, Provider may provide similar coding and documentation training and certify such to Company provided the training complies with CMS and other required coding guidance. If there are issues or patterns and practice that need to be corrected as determined by audits, including those by CMS such as for RADV audits, OIG audits, Company audits or audits by other governmental regulators, Provider agrees to fully cooperate and comply with Company's recommendations including completing any corrective action plans, participating in training and education or offering its own training and education as well as correcting its coding, claims and documentation.

E. Company Oversight/Information and Records. Provider acknowledges and agrees that Company shall monitor, shall have the right to audit, and remains accountable for, the functions and responsibilities performed by Provider for Company's Medicare Plans. Accordingly, in addition to specific requirements for information and records set forth in this Addendum, Provider agrees to promptly provide to Company any information and records, including without limit, MLR Records, if applicable, and information and records that are reasonably needed by Company: (1) for administration of Company's Medicare Plans, (2) to monitor and audit performance of Provider and its subcontractors with this Agreement, Applicable Law, and requirements of accreditation agencies, including information regarding Provider's oversight and monitoring of its Downstream Entities (including a summary of any results of such activities), and (3) to fulfill any reporting requirements Company may have to CMS or other Officials, including information about any physician incentive plan that Provider may have relating to this Agreement. Provider shall complete an attestation from Company to confirm its compliance with requirements of this Agreement as it relates to Company's Medicare Plans upon request and agrees that Company may require corrective actions in the event of non-compliance with the requirements of this Agreement. Ultimately, should Company determine such noncompliance has not been or is not capable of being corrected to Company's satisfaction, Company may terminate Provider's participation in Company's Medicare Plans in accordance with the terms of the Agreement.

8. TERMINATION. After any applicable Initial Term under the underlying Agreement, this Addendum may be terminated on its own without respect to the remainder of the Agreement, with or without cause, by either Party in accordance with the termination provisions of the underlying Agreement, except that no termination of this Medicare Addendum shall occur without cause or for convenience with less than one hundred eighty (180) days advance notice to the other party. This Addendum shall terminate automatically in the event that the underlying Agreement is terminated in accordance with the termination provisions of the Agreement. If this Addendum is terminated by either Party, Provider shall no longer participate in Company's Medicare Plans as of the effective date of the termination.

9. DEFINITIONS:

- A. CMS Contract:** The contract(s) with CMS governing Company's Medicare Plans.
- B. Completion of Audit:** Completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of Company or of any First Tier, Downstream, or Related Entity.
- C. Downstream Entity:** Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with Company's Medicare Plans, below the level of the arrangement between an MA organization and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

- D. Excluded Entity:** A person or entity listed on the Department of Health and Human Services (“HHS”) Office of Inspector General (“OIG”) List of Excluded Individuals and Entities and the General Services Administration System for Awards Management (“SAM”) or appearing on the Federal Preclusion List.
- E. Exclusion Lists:** Collectively, the HHS OIG List of Excluded Individuals and Entities and the SAM.
- F. Final Contract Period:** The final term of the applicable CMS Contract governing Company’s Medicare Plan(s).
- G. First Tier Entity:** Any party that enters into a written arrangement, acceptable to CMS, with an MA organization to provide administrative services or health care services for Medicare Members.
- H. Medicare Member:** A Medicare Advantage eligible individual who has enrolled in a Company Medicare Plan.
- I. Officials:** Federal and state regulatory agencies or officials with jurisdiction, including but not limited to CMS, HHS, the Comptroller General and their designees
- J. Offshore:** Physically located outside of one of the fifty United States or one of the United States Territories (i.e., American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands)
- K. Policies:** Company’s policies and procedures that relate to this Agreement, including, but not limited to, participation criteria; Provider Manuals; clinical policy bulletins; credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, complaint and appeals, and other policies and procedures (as modified from time to time), that are made available to Provider electronically or through other commonly accepted media. This includes but is not specifically limited to Medicare Policies.
- L. Provider Manual:** Company’s handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers, including but not limited to Medicare specific content.

SKILLED NURSING FACILITY SERVICE AND RATE SCHEDULE

INPATIENT RATES:

Service	Billing Codes	Rates
Sub-Acute Care: Level I	Revenue Codes: 100-169, 190, 191, 199	\$375.00 Per Diem
Sub-Acute Care: Level II - Comprehensive Care	Revenue Codes: 192	\$400.00 Per Diem
Sub-Acute Care: Level III - Complex Care	Revenue Codes: 193	\$500.00 Per Diem
Sub-Acute Care: Level IV - Intensive Care	Revenue Codes: 194	Not Reimbursed

OUTPATIENT RATES:

Service	Billing Codes	Rates
All Other Outpatient		100% of Aetna Market Fee Schedule

RATE TERMS AND CONDITIONS:

All payments are subject to the Policies promulgated by Company pursuant to this Agreement. Moreover, payments will be based on the level of care authorized by Company.

Definitions of Services:

The following service definitions are intended to help facilitate billing and payment between Facility and Company.

Subacute Care – Level I – [Skilled Care]

Minimal nursing intervention. Comorbidities do not complicate treatment plan. Assessment of vitals and body systems required 1 – 2 times per day. Skilled nursing services up to 3 hours per day seven days per week. Patients in this level require observation or monitoring by licensed RN or LPN. Indicators for patients at this level include one or more of the items described below (a-e). If a patient requires more than two of the items (a-e) then they are considered a Level II patient.

Administration of IV, IM, SC medications requiring dosing 1 – 2 times per day. Not to exceed 2 of these medications per day. Including continuously administered medications.

- (a) Administration of IV, IM, SC medications requiring dosing 1 – 2 times per day. Not to exceed 2 of these medications per day. Including continuously administered medications.
- (b) Daily wound care for multiple Stage II and/or stage III or Stage IV – 1 time per day.
- (c) Rehab therapies (PT, OT, ST, RT) at least 1.0 to 2.0 hours per day 5 days per week.
- (d) Tube Feedings.
- (e) IV hydration is included in this level

Rates include all services related to patient care, including: room and board, nursing care, equipment and supplies, pharmacy and all other ancillary services incidental to the admission including professional services billed by the skilled nursing facility.

Subacute Care – Level II – [Comprehensive Care]: (SNC)

Moderate nursing intervention. Active treatment of comorbidities included in treatment plan. Assessment of vitals and body systems required 2 – 3 times per day. Indicators for patients at this level include one or more of the items described below (f-j). If a patient requires more than three of the items (f-j) then they are considered a Level III patient.

- (f) Administration of IV, IM, SC medications requiring dosing 1 – 2 times per day. Not to exceed 2 of these medications per day. Including continuously administered medications.
- (g) Daily wound care for multiple Stage II and/or Stage III or Stage IV – 1 time per day.
- (h) Rehab therapies (PT, OT, ST, RT) at least 1.0 to 2.0 hours per day 5 days per week.
- (i) Tube Feedings.
- (j) IV hydration is included in this level.

Rates include all services related to patient care, including: room and board, nursing care, equipment and supplies, pharmacy and all other ancillary services incidental to the admission including professional services billed by the skilled nursing facility.

Subacute Care – Level III – [Complex Care]: (SNS)

Moderate to extensive nursing intervention. This level includes skilled nursing services greater than 3 hours per day. Active medical care and treatment of comorbidities. Potential for comorbidities to affect treatment plan. Assessment of vitals and body systems required 3-4 times per day. Indicators for patients at this level include any of the items described below (k-n) in addition to the three items named above (f-j).

- (k) Patients receiving TPN therapy.
- (l) Administration of IV, IM, SC medications (above levels described in Level I).
- (m) Wound care requiring more than once per day treatments for multiple Stage II and/or Stage III or Stage IV.
- (n) Rehabilitative Therapies (PT, OT, ST, RT) greater than 2.01 hrs/day 5 days per week.

Rates include all services related to patient care, including: room and board, nursing care, equipment and supplies, pharmacy and all other ancillary services incidental to the admission including professional services billed by the skilled nursing facility.

Subacute Care - Level IV – [Intensive Care]

Extensive nursing and technical intervention. Active medical care and treatment of comorbidities. Potential for comorbidities to affect the treatment plan. Assessment of vitals and body systems required 4-6 times per day. All services for ventilator patients (maintenance and / or weaning) including intensive nursing, respiratory therapy. Therapies and or nursing to provide ROM exercise if patient is unable to participate in a therapy program.

Rates include all services related to patient care, including: room and board, nursing care, equipment and supplies, pharmacy and all other ancillary services incidental to the admission including professional services billed by the skilled nursing facility.

Other Services Included in the Per Diem:

Semi Private Room and Board (Private room if medically necessary);
Respiratory and Oxygen services

EKGs

Medication and all Pharmacy Supplies

Nutrition Services including Enteral and Parenteral

Administration of medications, including intramuscular and intravenous services

Rehabilitation therapies (i.e., Physical Therapy, Occupational Therapy, Speech Pathology and Hearing)

Professional Component of all Services listed above provided by those whom are employed by the Facility.

Additional Definitions:

“Aetna Market Fee Schedule” (AMFS) – A fee schedule that is based upon the contracted location where services are performed. Company may periodically update this fee schedule.

“Average Wholesale Price” (AWP) – A manually supported payment methodology using industry standard guidelines for drug payment which is equal to a percentage of the average wholesale price of a drug. A National Drug Code (NDC) is required to calculate the applicable payment.

“Service Groupings” – A grouping of codes (e.g., HCPCS, CPT4, ICD-10 (or successor standard)) that are considered similar services and are contracted at one rate under the Service and Rate Schedule.

“Gatekeeper products” – For purposes of this Service and Rate Schedule, Gatekeeper products refer to Commercial Health Products offered, administered and/or serviced by Company which encourage or promote the use of a Primary Care Provider, regardless of whether (i) selection of a Primary Care Provider is mandatory or voluntary under the terms of the Plan; or (ii) an individual Member has selected a Primary Care Provider. Examples of Gated Commercial Health Products include, but are not limited to: HMO (Health Maintenance Organization), POS (Point of Service) (e.g., *Managed Choice POS*, *Aetna Choice POS II*), EPO (Exclusive Provider Organization). In some circumstances, certain Commercial Health Products (e.g., FEHB plans, student health plans) may be available on both a “Gatekeeper” and “Non-Gatekeeper” basis.

“Non-Gatekeeper products” – For purposes of this Service and Rate Schedule, Non-Gatekeeper products refer to Commercial Health Products offered, administered and/or serviced by Company which do not allow for the designation and/or use of a Primary Care Provider in the administration of the product. Examples of Non-Gated Commercial Health Products include, but are not limited to: PPO (e.g., *Open Choice PPO*), Aetna Signature Administrators®, Passport to Healthcare® and the National Advantage program. In some circumstances, certain Commercial Health Products (e.g., FEHB plans, student health plans) may be available on both a “Gatekeeper” and “Non-Gatekeeper” basis.

“Telemedicine” Telemedicine is the delivery of clinical medicine via real-time telecommunications such as telephone, the Internet, or other communications networks or devices that do not involve direct patient contact. For purposes of this Schedule, Telemedicine includes only those services that are included in and provided in compliance with Company Policies.

General

- a) Rates are inclusive of any applicable Member Copayment, Coinsurance, Deductible and any applicable tax including but not limited to sales tax, any professional services billed by the Facility, and other services as may be expressly included in a given rate.

Provider shall be paid at the lesser of 100% of eligible billed charges or the applicable contracted rate herein.

The rate applied will be the applicable Agreement rate in effect on the date of admission.

- b) In the event that a Member remains as a patient in Facility beyond the termination or expiration of covered benefits by Company, Facility agrees to either provide medically necessary services ordered by the Participating Physician per the prevailing AMFS for such services; or to allow Company Participating Providers to provide such services at the Facility.

- c) Blood and blood product charges are not eligible for payment, except where State-mandated. These charges cannot be billed to member. Blood derivatives and blood product acquisition, processing, and administration charges are eligible for payment.
- d) Patient is financially responsible for personal convenience items.
- e) Unless prohibited by applicable law, Company may, at its sole discretion, upon thirty (30) days prior written notice to Provider reduce the rates for Covered Services by ten percent (10%) for a three (3) month period should Provider fail to provide timely notice of change in Provider information to Company as required and set forth in the Agreement, e.g., changes in notice address, location, staff and demographics.
- f) Those items marked as "Paid In Addition to" will not be included in the rate calculation for services contracted with a "Rate Applies to Entire Bill" methodology and will be reviewed and priced individually according to their contracted rate.
- g) For any items paid based upon Average Wholesale Price ("AWP") or a percentage of AWP, the AWP will be adjusted to take into account any discounts and/or rebates made available to Provider from a manufacturer or otherwise for such drug.
- h) Company shall review annually the following CMS quality metrics: average length of stay, re-admission rate and star rating of Facility. In the event Facility's metrics are below Company's average for skilled nursing facilities in the state(s) Facility is located, Facility agrees to implement a corrective action plan agreed to by Company. If corrective action results in same metrics or fails, Company has the right to non-renew the Agreement in accordance with the Term/Termination section of the Agreement.
- i) Certain Plans may cover Telemedicine for specific services. For those Plans, the rates for covered Telemedicine services will be as set forth in this Schedule, unless other rates are required by Applicable Law and/or Company's then-current Policies. The list of applicable services that may be provided through Telemedicine will be listed in Company Policies. Telemedicine services must be provided in accordance with Company Policies (including, but not limited to the Participation Criteria) and there will be no coverage for Telemedicine services not provided in accordance with Company Policies.
- j) The parties acknowledge that payments (including, but not limited to, those based on a percentage of Medicare) will not reflect CMS Quality Payment Program adjustment factors or incentive payments (e.g., MIPS, APM).
- k) Facility subcontracts with providers ("Subcontracted Providers") to provide Covered Services. Subcontracted Providers are defined as individuals, entities, professionals or vendors with whom Facility has entered into an agreement to provide services that may include but are not limited to Covered Services such as pathology services, laboratory services, anesthesia and radiology services.

Subcontracted Providers may bill Company for such Covered Services when payment is not contractually included as part of Facility's reimbursement under this Agreement.

Facility agrees that the reimbursement terms of this Agreement are based on the expectation that Facility shall use Participating Providers to provide one hundred percent (100%) of Covered Services. Company shall monitor Facility's use of Participating Providers.

Except as otherwise required by Applicable Law Facility agrees that Company may at any time at its sole discretion, with thirty (30) days written notice, reduce Facility's reimbursement by twenty percent (20%) should Company determine that Facility has consistently used, over a thirty (30) day period, Participating Providers for less than ninety percent (90%) of Covered Services.

Facility may request, no more than once every six (6) months, Company to evaluate Facility's use of Participating Providers. Should Company determine that Facility has consistently used Participating Providers one hundred percent (100%) of Covered Services over the preceding six (6) month period, Company agrees to reinstate Facility's original reimbursement as defined under this Agreement within sixty (60) days of Facility's request.

Billing

- l) Provider must utilize the codes set forth in this Rate Schedule when billing. Services are to be billed on a UB04 and use a three-digit alphanumeric code that provides three specific pieces of information. Company requires inpatient services use bill type 21X and outpatient services use bill type 23X.
- m) Company shall not pay any amounts beyond the amounts set forth in the applicable Service & Rate Schedule, including but not limited to any incentive payments that may be payable under traditional Medicare, except as expressly required by the Agreement or applicable law. Further, the Parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("Medicare Payment Adjustment"). Furthermore, any such Medicare Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the Parties agree that, in the event of a Medicare Payment Adjustment, Company's payment to Provider will be adjusted in accordance with the Medicare Payment Adjustment. Company shall adjust payments under this Agreement for Covered Services rendered by Provider on and after the effective date of the Medicare Payment Adjustment, and shall continue to adjust payments to Provider until the earlier of (i) the Medicare Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Payment Adjustment. Medicare Payment Adjustments do not include performance-based incentive payments made under traditional Medicare as the result of the Medicare Access and CHIP Reauthorization Act of 2015 (MACRA) and its implementing regulations, as may be amended from time to time.

**MEDICARE SKILLED NURSING FACILITY
SERVICE AND RATE SCHEDULE**

Government Programs – All Medicare Products:

INPATIENT RATES:

Service	Billing Codes	Rates
SUB-ACUTE CARE: ANY LEVEL	Revenue Codes: 100-169, 190-199	100% of Medicare Allowable SNF

OUTPATIENT RATES:

Service	Billing Codes	Rates
All Other Outpatient		100% of Medicare Physician Fee Schedule

RATE TERMS AND CONDITIONS:

Definitions:

Medicare Allowable – is the current payment that a hospital will receive from Aetna, based upon the then current Medicare Skilled Nursing Facility Prospective Payment Systems (SNFPPS) subject to Aetna's payment and processing guidelines.

Medicare Physician Fee Schedule (MFS) – A fee schedule established by Company for use in payment to providers for Covered Services, which is based upon Centers for Medicare & Medicaid Services (CMS) Geographic Pricing Cost Indices (GPCI) and Resource Based Relative Value Scale (RBRVS) Relative Value Units (RVU) [including Outpatient Prospective Payment System (OPPS) cap rates]; the Clinical Laboratory Fee Schedule (CLAB); the Durable Medical Equipment, Prosthetics, Orthotics and Supplies Fee Schedule; including PEN (DMEPOS) and 'Medicare Part B Drug Average Sales Price ASP'. Coding and fees determined under this schedule will be updated as CMS releases code updates, changes in the MFS relative values, including OPPS cap payments, or the CMS conversion factors. Fee schedule only contains rates published by CMS; rates published by local carrier are not included. Company plans to update the schedule within 60 days of the final rates and/or codes being published by CMS. However, the rates and coding sets for these services do not become effective until updates are completed by Company and payment is considered final and exclusive of any retroactive or retrospective CMS adjustments. Aetna payment policies apply to services paid based upon the Medicare Physician Fee Schedule.

Aetna Market Fee Schedule (AMFS) – A fee schedule that is based upon the contracted location where services are performed. Company may periodically update this fee schedule.

Service Groupings – A grouping of codes (e.g., HCPCS, CPT4, ICD-10 (or successor standard)) that are considered similar services and are contracted at one rate under the Services and Rate Schedule.

General

- a) Inpatient and Outpatient rates are inclusive of any applicable Member Copayment, Coinsurance, Deductible and any applicable tax including but not limited to sales tax, and pre-admission services. For outpatient services for which no Medicare rate exists, Provider agrees to accept the then current AMFS as payment in full.

Provider shall be paid at the lesser of 100% of eligible billed charges or the applicable contracted rate herein.

- b) In the event that a Member remains as an inpatient in Facility beyond the termination or expiration of covered benefits by Company, Facility agrees to either provide medically necessary services ordered by the Participating Physician for such services; or to allow Company Participating Providers to provide such services at the Facility. Once the Inpatient benefits are exhausted, Professional services will be paid in accordance with Medicare Physician Fee schedule.
- c) Unless prohibited by applicable law, Company may, at its sole discretion, upon thirty (30) days prior written notice to Provider reduce the rates for Covered Services by ten percent (10%) for a three (3) month period should Provider fail to provide timely notice of change in Provider information to Company as required and set forth in the Agreement, e.g., changes in notice address, location, staff and demographics.
- d) For any items paid based upon Average Wholesale Price ("AWP") or a percentage of AWP, the AWP will be adjusted to take into account any discounts and/or rebates made available to Provider from a manufacturer or otherwise for such drug.
- e) Company shall review annually the following CMS quality metrics: average length of stay, re-admission rate and star rating of Facility. In the event Facility's metrics are below Company's average for skilled nursing facilities in the state(s) Facility is located, Facility agrees to implement a corrective action plan agreed to by Company. If corrective action results in same metrics or fails, Company has the right to non-renew the Agreement in accordance with the Term/Termination section of the Agreement.
- f) The parties acknowledge that payments (including, but not limited to, those based on a percentage of Medicare) will not reflect CMS Quality Payment Program adjustment factors or incentive payments (e.g., MIPS, APM).

Billing

- g) Providers must submit claims using the same coding rules as traditional Medicare. Providers must follow all Medicare billing guidelines for claims submission. Providers must include all claims information required by traditional Medicare.
- h) Consolidated billing – All services related to the confinement of a Member, even services obtained from a third-party provider while Member is inpatient, must be billed by the Skilled Nursing Facility. Payment for services subject to consolidated billing will be made only to the Skilled Nursing Facility. Providers or suppliers of these services must be informed by Skilled Nursing Facility that separate Medicare payment will not be made to them and that neither Member nor Company will be responsible for any separate bills.
- i) Company shall not pay any amounts beyond the amounts set forth in the applicable Service & Rate Schedule, including but not limited to any incentive payments that may be payable under traditional Medicare, except as expressly required by the Agreement or applicable law. Further, the Parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("Medicare Payment Adjustment"). Furthermore, any such Medicare Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the Parties agree that, in the event of a Medicare Payment Adjustment, Company's payment to Provider will be adjusted in accordance with the Medicare Payment Adjustment. Company shall adjust payments under this Agreement for Covered Services rendered by Provider on and after the effective date of the Medicare Payment Adjustment, and shall continue to adjust payments to Provider until the earlier of (i) the Medicare Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Payment Adjustment. Medicare Payment Adjustments do not include performance-

based incentive payments made under traditional Medicare as the result of the Medicare Access and CHIP Reauthorization Act of 2015 (MACRA) and its implementing regulations, as may be amended from time to time.

Service and Pay to (Remittance) Location Form

Listed below is each participating provider* with the corresponding physical service location, pay to (remittance) address and telephone numbers:

***Upon written notice from Provider, Company may agree to add new or relocating facilities, locations or providers to existing Agreement upon completion of applicable credentialing and satisfaction of all other requirements of Company. Other demographic information may be revised upon written notice from Provider.**

Provider Name: Albany County dba Shaker Place Rehabilitation and Nursing Ce

Service Location Name		Pay to (Remittance) Name	
Albany County dba Shaker Place Rehabilitation and Nursing Center		Electronic Pay to (Remittance) Name (as it appears on the submission)	Albany County dba Shaker Place Rehabilitation and Nursing Center
Street	100 Heritage Lane	Address	100 Heritage Lane
Suite #		Suite #	
City	Albany	City	Albany
State, Zip	New York 12211	State, Zip	New York 12211
Phone #	518-869-2231	Phone #	518-869-2231
Fax #	518-869-1713	Fax #	518-869-1713
Email Address	Jennifer.travis@shakerplace.org	Email Address	Michael.cox@shakerplace.org
Tax ID #	146002563	NPI: 1952309536	NPI Type: 2
Hours of operation	Facility is open 24/7 Business Hours 8am-4pm		
Facility License#	0453302N		
Handicap Accessible YES_x___ NO___			
Directory Inclusion YES_x___ NO___			
Facility License: License # 0153302N License State NY, License Type Op Cert License Status Active and License expiration date n/a			

Company Use Only: PIN # PVN # PBG #

Service Location Name		Pay to (Remittance) Name	
		Electronic Pay to (Remittance) Name (as it appears on the submission)	
Street		Address	
Suite #		Suite #	
City		City	
State, Zip		State, Zip	
Phone #		Phone #	
Fax #		Fax #	
Email Address		Email Address	
Tax ID #		NPI:	NPI Type:
Hours of operation			

Albany County dba Shaker Place Rehabilitation and Nursing Ce
Effective Date: 4/1/2025

Facility License#			
Handicap Accessible YES___ NO___			
Directory Inclusion YES___ NO___			
Facility License: License #____ License State____, License Type____, License Status____ and License expiration date____			

Company Use Only: PIN # _____ PVN # _____ PBG# _____

Albany County Request for Contract Approval

Contract #	2024-2670
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A6772 - Aging
Date Submitted	Monday, December 30, 2024
Contact Person	Dillon, Patrick
Contact Phone	518-447-7733
Vendor Info	Dietitians on Demand, LLC 7814 Carousel Lane Suite 210, Richmond, VA 23294
Estimated Amount	\$27,040.00
Estimated Term	1/1/2025 to 6/30/2025
Scope of Services	The Department for Aging (DFA) requests approval to enter into an agreement with Dietitians on Demand for required dietitian services. It is a NYSOFA regulation that all Aging Departments shall have a full-time / part-time staff person who directs all activities related to the nutrition program which may include the planning, preparation and delivery of nutritious meals and supportive services.
Budget Line Item	AA6772 - 12180 -
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

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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: December 30, 2024

Regarding: Request for CAB Approval

Contractor – Dietitians on Demand
Contract Amount – \$ 27,040.00
Contract Term – 1/1/2025 – 6/30/2025
Funding Source – 100% - County

The Department for Aging (DFA) requests approval to enter into an agreement with Dietitians on Demand for required dietitian services. It is a NYSOFA regulation that all Aging Departments shall have a full-time / part-time staff person who directs all activities related to the nutrition program which may include the planning, preparation and delivery of nutritious meals and supportive services. This person is responsible for nutrition oversight and operations; supervision of contractors providing food service and other nutrition services.

The services of the Registered Dietitian, shall be utilized for sixteen hours per week to perform nutrition related responsibilities. Job responsibilities may include but are not limited to monitoring meal preparation sites, congregate sites, and home delivered meal delivery, menu planning and certification, development of nutrition information and education programs, providing nutrition counseling, diet prescription reviews, participation in case management and participant team reviews, providing technical assistance and training, and administrative activities.

Job Order Authorization

This Job Order Authorization is made and entered into as of Dec 20, 2024 by and between Dietitians on Demand, LLC on its own behalf and on behalf of its affiliates (hereinafter "Agency"), a Virginia limited liability company and Albany County Department for Aging (hereinafter, "Client"). This Job Order Authorization is subject to all terms and conditions of Contract to Provide Agency Dietitian signed and dated as of Dec 20, 2024

Client orders and authorizes to pay for Agency Dietitian services for the following:

Facility Name: County of Albany

Facility Address:

Requestor's Name: Deborah Riitano

Title: Commissioner

Phone: (518) 447-7198

Email: deborah.riitano@albanycountynv.gov

Bill Rate: \$65.00-70.00 per hour*

Minimum of 16 hours per week*

Not to exceed a max. of 16 hours per week

Our work week runs Sunday - Saturday. Employees who work over 40 hours a week are entitled to overtime pay at a rate of one-and-one-half times the regular rate of pay and Agency will bill Client for overtime rates.

*** If client limits an Agency Dietitian's weekly assigned hours to fewer than the minimum hours stated above, Agency may bill Client for the minimum hours agreed upon in this Job Order Authorization.**

Job Duration: 6 months

Requested Start Date: ASAP

End Date:

Preferred Schedule:

Weekdays ☒

Evenings ☐

Weekends ☐

Additional Requirements: Fully remote position. *Bill rate dependent on candidate experience level.

Job duration commences on Agency-provided dietitian's first day of work, training, or orientation at facility location. Cancellation of assignment prior to the end of initial or extended term as agreed upon in the Job Order Authorization will require notice in writing OR a cancellation fee as stipulated in signed Contract to Provide Agency Dietitian. Administration fees will apply for requests cancelled prior to dietitian start.

Client acknowledges that Agency Dietitian is an employee of Agency. Direct hire of Agency Dietitian by Client is subject to placement fees as described in Contract to Provide Agency Dietitian. Our screening package includes credential verification, state licensure verification, clinical competency assessment, reference checks, screening interview, 10-panel urine drug screen, criminal and sex offender background check. A Screening Checklist will be provided to Client for completion upon signing of this Job Order Authorization.

Additional pre-hire screenings or orientation required by Client above and beyond Agency's standard pre-screening package may be billed to Client at Agency's discretion.

Our screening package includes credential verification, state licensure verification, clinical competency assessment, reference checks, screening interview, 10-panel urine drug screen, criminal and sex offender background check. A Screening Checklist will be provided to Client for completion upon signing of this Job Order Authorization.

Additional pre-hire screenings or orientation required by Client above and beyond Agency's standard pre-screening package may be billed to Client at Agency's discretion.

In witness thereof, the parties have executed this Job Order Authorization as an addendum to the Contract to Provide Agency Dietitian on the day and year written above.

For Dietitians on Demand, LLC

For Client:

**Albany County Department
for Aging**

By:


Ryan Davis, CEO

Signed:

Printed Name:

Title:

Phone Number

Date:

Albany County Request for Contract Approval

Contract #	2024-2605
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4310 - Mental Health
Date Submitted	Tuesday, December 10, 2024
Contact Person	Gleason, Mark
Contact Phone	+1 5184473014
Vendor Info	Kerry Brand Ph.D 11 Coventry Rd., Glenmont, NY 12207
Estimated Amount	\$20,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.
Budget Line Item	AA4310 - 44046 -
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 McLaughlin
Deputy County Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 17, 2024

Re: Contract Administration Request
Contract #2605

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Dr. Brand	\$20,000	#2605
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The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.

Stephen J. Giordano, Ph.D.
Albany County Mental Health Commissioner
Director of Community Services
175 Green Street
Albany, NY 12202

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
Kerry Brand, PH.D.

Contract ID # 2024-2605

This Agreement by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "COUNTY") and Kerry Brand PH.D 11 Coventry Rd. Glenmont, NY 12207 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY on behalf of its Department of Mental Health, has a need for a New York State licensed psychologist who is able to provide services on behalf of the Department, at the Albany County Correctional Facility, on an as-needed basis; and,

WHEREAS, the CONSULTANT is a duly licensed psychologist, and is able to provide the necessary services required by the COUNTY on an as-needed basis; and,

WHEREAS, this AGREEMENT represents the understandings of the parties hereto.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

The COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.

The evaluations to be conducted by the CONSULTANT will be in accordance with the requirement of CPL Sect. 730 and will consist of the following components:

1. Clinical interview of the defendant at the Albany County Correctional Facility for defendants that are in custody of the Albany County Sheriff or in the Consultant's Office or other location for defendants that are in the community;
2. Review of available records;
3. Collateral interviews as necessary, with attorneys, family members, treatment providers, etc.
4. Psychological Testing, as necessary;
5. The CONSULTANT shall prepare and provide written reports to the Court(s)

All services to be rendered by the CONSULTANT shall be in a manner consistent with said Criminal Procedure Law as well as generally accepted psychological practices.

ARTICLE II. RESPONSIBILITIES OF THE COUNTY

1. The COUNTY shall provide security and supervision to the CONSULTANT when conducting evaluations of inmates at the Albany County Correctional Facility.
2. The COUNTY shall provide CONSULTANT access to client medical and clinical records deemed necessary to perform services under this Agreement.

ARTICLE III. AVAILABLE DATA

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

ARTICLE IV. COOPERATION

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

ARTICLE V. FEES

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept THREE HUNDRED AND TWENTY 00/100 DOLLARS (\$320.00) per evaluation, as full compensation for services rendered herein. A fee of \$128 is payable for re-examination to be utilized in limited cases when a brief re-examination is indicated in order to clear up situations in which a decision is unclear after the initial examination. In addition, the CONSULTANT

agrees to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) during the period of this AGREEMENT.

Payment shall be made upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form, detailing services rendered, dates and times, and disbursements if any. Upon the Department's acceptance, said claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the COUNTY upon request. Such records shall be accessible to the COUNTY for a period of six (6) years following the date of final payment by the COUNTY to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the COUNTY.

ARTICLE VIII. OWNERSHIP OF MATERIALS

All client/patient records and other forms, reports, statistics and materials shall be retained by and at the COUNTY.

ARTICLE IX. CONFIDENTIALITY

All client/patient information obtained through CONSULTANT'S performance of services under this Agreement shall be maintained in the strictest confidentiality as required by the NYS Mental Hygiene Law and other applicable State

and Federal Laws. Further, the CONSULTANT herein agrees to abide by the terms and conditions of Schedule 'B' attached hereto, regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE X. LICENSES

The CONSULTANT shall at all times remain duly licensed by the State of New York to practice psychology.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

Further, the CONSULTANT shall not discriminate against any client in the performance of services on the basis of race, creed, color, national origin, sex, handicap or source of payment.

ARTICLE XII. SCHEDULE

The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

ARTICLE XIII. RELATIONSHIP

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

ARTICLE XIV. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and/or property due to negligent acts, errors, or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this proposal. The CONSULTANT agrees due to restrictions in its professional liability (malpractice) insurance contracts that prohibits indemnification of others, to list the COUNTY as "other interested party" on their liability policy in lieu of indemnification.

ARTICLE XV INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY, of the services covered by this Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the COUNTY, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the COUNTY.

ARTICLE XVI. TERM AND TERMINATION OF AGREEMENT

This AGREEMENT shall commence on January 1, 2025 and terminate on December 31, 2025. Either party shall have the right to terminate the work required of the CONSULTANT by this Agreement, by thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with "ARTICLE V. FEES" of this Agreement.

ARTICLE XVII. COUNTERPARTS

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

ARTICLE XIII. SEVERABILITY

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

ARTICLE XX. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both the County and Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATED: _____

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

CONSULTANT

DATED: _____

BY: _____
Kerry Brand, Ph.D.

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

On the ____ day of _____, 2025, 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 ____ day of _____, 2025, before me, the undersigned, personally appeared Daniel 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.:

On the ____ day of _____, 2025, before me, the undersigned, personally appeared Kerry Brand, Ph.D., 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

SCHEDULE "A"

INSURANCE COVERAGE

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

1. **Worker's Compensation and Employers Liability Insurance:** A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
2. **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which policy shall list the County of Albany as an additional insured.
3. **General Liability:** including comprehensive form, contractual, personal injury, premises completed operations and broad form property insurance shall be furnished with limits of not less than:

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

SCHEDULE "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions, to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT herein, shall be considered a "Business Associate". The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the Consultant.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health, Albany County Substance Abuse Clinic, Albany County Community Mental Health Clinic, Assertive Community Treatment Team, Albany County Correctional Facility, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information, other than as provided for by this Agreement.
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the requirements of 45 C.F.R. Section 164.528.
10. Business Associates agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate **has** breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2024-2607
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4310 - Mental Health
Date Submitted	Tuesday, December 10, 2024
Contact Person	Gleason, Mark
Contact Phone	+1 5184473014
Vendor Info	Brett Hartman Ph.D 196 Euclid Ave., Albany,, NY 12208
Estimated Amount	\$20,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.
Budget Line Item	AA4310 - 44046 -
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



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael McLaughlin
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 17, 2024

Re: Contract Administration Request
Contract #2607

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Dr. Brett Hartman	\$20,000	#2607
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The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.

Stephen J. Giordano, Ph.D.
Albany County Mental Health Commissioner
Director of Community Services
175 Green Street
Albany, NY 12202

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
BRETT HARTMAN, PH.D.

Contract ID # 2024-2607

This Agreement by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "COUNTY") and Brett Hartman PH.D 196 Euclid Ave., Albany, New York 12208 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY on behalf of its Department of Mental Health, has a need for a New York State licensed psychologist who is able to provide services on behalf of the Department, at the Albany County Correctional Facility, on an as-needed basis; and,

WHEREAS, the CONSULTANT is a duly licensed psychologist, and is able to provide the necessary services required by the COUNTY on an as-needed basis; and,

WHEREAS, this AGREEMENT represents the understandings of the parties hereto.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

The COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.

The evaluations to be conducted by the CONSULTANT will be in accordance with the requirement of CPL Sect. 730 and will consist of the following components:

1. Clinical interview of the defendant at the Albany County Correctional Facility for defendants that are in custody of the Albany County Sheriff or in the Consultant's Office or other location for defendants that are in the community;
2. Review of available records;
3. Collateral interviews as necessary, with attorneys, family members, treatment providers, etc.
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5. The CONSULTANT shall prepare and provide written reports to the Court(s)

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

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In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept THREE HUNDRED AND TWENTY 00/100 DOLLARS (\$320.00) per evaluation, as full compensation for services rendered herein. A fee of \$128 is payable for re-examination to be utilized in limited cases when a brief re-examination is indicated in order to clear up situations in which a decision is unclear after the initial examination. In addition, the CONSULTANT agrees

to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) during the period of this AGREEMENT.

Payment shall be made upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form, detailing services rendered, dates and times, and disbursements if any. Upon the Department's acceptance, said claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

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Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the COUNTY upon request. Such records shall be accessible to the COUNTY for a period of six (6) years following the date of final payment by the COUNTY to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the COUNTY.

ARTICLE VIII. OWNERSHIP OF MATERIALS

All client/patient records and other forms, reports, statistics and materials shall be retained by and at the COUNTY.

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All client/patient information obtained through CONSULTANT'S performance of services under this Agreement shall be maintained in the strictest confidentiality as required by the NYS Mental Hygiene Law and other applicable State

and Federal Laws. Further, the CONSULTANT herein agrees to abide by the terms and conditions of Schedule 'B' attached hereto, regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE X. LICENSES

The CONSULTANT shall at all times remain duly licensed by the State of New York to practice psychology.

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In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

Further, the CONSULTANT shall not discriminate against any client in the performance of services on the basis of race, creed, color, national origin, sex, handicap or source of payment.

ARTICLE XII. SCHEDULE

The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

ARTICLE XIII. RELATIONSHIP

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

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The CONSULTANT shall be responsible for all damage to life and/or property due to negligent acts, errors, or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this proposal. The CONSULTANT agrees due to restrictions in its professional liability (malpractice) insurance contracts that prohibits indemnification of others, to list the COUNTY as "other interested party" on their liability policy in lieu of indemnification.

ARTICLE XV INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY, of the services covered by this Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the COUNTY, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the COUNTY.

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This AGREEMENT shall commence on January 1, 2025 and terminate on December 31, 2025. Either party shall have the right to terminate the work required of the CONSULTANT by this Agreement, by thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with "ARTICLE V. FEES" of this Agreement.

ARTICLE XVII. COUNTERPARTS

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

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The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

ARTICLE XX. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both the County and Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATED: _____

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

CONSULTANT

DATED: _____

BY: _____
Brett Hartman, Ph.D.

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

On the _____ day of _____, 2025, 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 _____ day of _____, 2025, before me, the undersigned, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the _____ day of _____, 2025, before me, the undersigned, personally appeared Brett Hartman, Ph.D., 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

SCHEDULE "A"

INSURANCE COVERAGE

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

1. **Worker's Compensation and Employers Liability Insurance:** A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
2. **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which policy shall list the County of Albany as an additional insured.
3. **General Liability:** including comprehensive form, contractual, personal injury, premises completed operations and broad form property insurance shall be furnished with limits of not less than:

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

SCHEDULE "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions, to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT herein, shall be considered a "Business Associate". The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the Consultant.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health, Albany County Substance Abuse Clinic, Albany County Community Mental Health Clinic, Assertive Community Treatment Team, Albany County Correctional Facility, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information, other than as provided for by this Agreement.
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the requirements of 45 C.F.R. Section 164.528.
10. Business Associates agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2024-2609
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4310 - Mental Health
Date Submitted	Tuesday, December 10, 2024
Contact Person	Gleason, Mark
Contact Phone	+1 5184473014
Vendor Info	Marilyn McKee Ph.D. 81 Merritt Place, New Hartford, NY 13413
Estimated Amount	\$20,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.
Budget Line Item	AA4310 - 44046 -
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 McLaughlin
Deputy County Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 17, 2024

Re: Contract Administration Request
Contract #2609

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Dr. McKee	\$20,000	#2609
------------------	-----------------	--------------

The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.

Stephen J. Giordano, Ph.D.
Albany County Mental Health Commissioner
Director of Community Services
175 Green Street
Albany, NY 12202

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
Marilyn McKee, PH.D.

Contract ID # 2024-2609

This Agreement by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "COUNTY") and Marilyn McKee, PH.D 81 Merritt Place, New Hartford, NY 13413 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY on behalf of its Department of Mental Health, has a need for a New York State licensed psychologist who is able to provide services on behalf of the Department, at the Albany County Correctional Facility, on an as-needed basis; and,

WHEREAS, the CONSULTANT is a duly licensed psychologist, and is able to provide the necessary services required by the COUNTY on an as-needed basis; and,

WHEREAS, this AGREEMENT represents the understandings of the parties hereto.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

The COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.

The evaluations to be conducted by the CONSULTANT will be in accordance with the requirement of CPL Sect. 730 and will consist of the following components:

1. Clinical interview of the defendant at the Albany County Correctional Facility for defendants that are in custody of the Albany County Sheriff or in the Consultant's Office or other location for defendants that are in the community;
2. Review of available records;
3. Collateral interviews as necessary, with attorneys, family members, treatment providers, etc.
4. Psychological Testing, as necessary;
5. The CONSULTANT shall prepare and provide written reports to the Court(s)

All services to be rendered by the CONSULTANT shall be in a manner consistent with said Criminal Procedure Law as well as generally accepted psychological practices.

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to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) during the period of this AGREEMENT.

Payment shall be made upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form, detailing services rendered, dates and times, and disbursements if any. Upon the Department's acceptance, said claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

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Further, the CONSULTANT shall not discriminate against any client in the performance of services on the basis of race, creed, color, national origin, sex, handicap or source of payment.

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The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

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

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The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

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This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

ARTICLE XX. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both the County and Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATED: _____

BY: _____

Hon. Daniel P. McCoy
Albany County Executive

or

Michael McLaughlin Jr.
Deputy County Executive

CONSULTANT

DATED: _____

BY: _____

Marilyn McKee, Ph.D.

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

On the _____ day of _____, 2025, 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 _____ day of _____, 2025, before me, the undersigned, personally appeared Daniel 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.:

On the _____ day of _____, 2025, before me, the undersigned, personally appeared Marilyn McKee, Ph.D., 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

SCHEDULE "A"

INSURANCE COVERAGE

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

1. **Worker's Compensation and Employers Liability Insurance:** A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
2. **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which policy shall list the County of Albany as an additional insured.
3. **General Liability:** including comprehensive form, contractual, personal injury, premises completed operations and broad form property insurance shall be furnished with limits of not less than:

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

SCHEDULE "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions, to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT herein, shall be considered a "Business Associate". The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the Consultant.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health, Albany County Substance Abuse Clinic, Albany County Community Mental Health Clinic, Assertive Community Treatment Team, Albany County Correctional Facility, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" – shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information, other than as provided for by this Agreement.
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the requirements of 45 C.F.R. Section 164.528.
10. Business Associates agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate **has** breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2024-2610
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A4310 - Mental Health
Date Submitted	Tuesday, December 10, 2024
Contact Person	Gleason, Mark
Contact Phone	+1 5184473014
Vendor Info	Dr. Quinn Austin-Small 53 Old Troy Road, East Greenbush, NY 12061
Estimated Amount	\$20,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.
Budget Line Item	AA4310 - 44046 -
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 McLaughlin
Deputy County Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

To: Honorable Daniel P. McCoy
Honorable Bruce A. Hidley
Honorable Joanne Cunningham

From: Stephen Giordano, Ph.D.
Department of Mental Health

Date: December 17, 2024

Re: Contract Administration Request
Contract #2610

The Department of Mental Health requests consideration by the Contract Administration Board to enter into the following contract:

Dr. Austin-Small	\$20,000	#2610
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The Consultant will provide court-ordered (Criminal Procedure Law Section 730) competency evaluations. Service will be provided on an as needed basis and dependent upon requests from various criminal courts in Albany County. Evaluations will include a clinical interview of the defendant, review of available records, collateral interviews, if necessary. The consultant will prepare and provide a report to the Court.

Stephen J. Giordano, Ph.D.
Albany County Mental Health Commissioner
Director of Community Services
175 Green Street
Albany, NY 12202

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
QUINN AUSTIN-SMALL, PH.D.

Contract ID # 2024-2610

This Agreement by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the "COUNTY") and Quinn Austin-Small, Ph.D., 100 Orchard Street, Apt A6, Rensselaer, New York 12144, (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY on behalf of its Department of Mental Health, has a need for a New York State licensed psychologist who is able to provide services on behalf of the Department, at the Albany County Correctional Facility, on an as-needed basis; and,

WHEREAS, the CONSULTANT is a duly licensed psychologist, and is able to provide the necessary services required by the COUNTY on an as-needed basis; and,

WHEREAS, this AGREEMENT represents the understandings of the parties hereto.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

The COUNTY hereby retains the CONSULTANT to conduct Court-ordered (Criminal Procedure Law (CPL) Section 730) Competency Evaluations. The CONSULTANT'S services shall be on an as-needed basis and dependent upon requests made by the various criminal courts in Albany County. All evaluations will be conducted directly by the CONSULTANT.

The evaluations to be conducted by the CONSULTANT will be in accordance with the requirement of CPL Sect. 730 and will consist of the following components:

1. Clinical interview of the defendant at the Albany County Correctional Facility for defendants that are in custody of the Albany County Sheriff or in the Consultant's Office or other location for defendants that are in the community;
2. Review of available records;
3. Collateral interviews as necessary, with attorneys, family members, treatment providers, etc.
4. Psychological Testing, as necessary;
5. The CONSULTANT shall prepare and provide written reports to the Court(s)

All services to be rendered by the CONSULTANT shall be in a manner consistent with said Criminal Procedure Law as well as generally accepted psychological practices.

ARTICLE II. RESPONSIBILITIES OF THE COUNTY

1. The COUNTY shall provide security and supervision to the CONSULTANT when conducting evaluations of inmates at the Albany County Correctional Facility.
2. The COUNTY shall provide CONSULTANT access to client medical and clinical records deemed necessary to perform services under this Agreement.

ARTICLE III. AVAILABLE DATA

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

ARTICLE IV. COOPERATION

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

ARTICLE V. FEES

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept THREE HUNDRED AND TWENTY 00/100 DOLLARS (\$320.00) per evaluation, as full compensation for services rendered herein. A fee of \$128 is payable for re-examination to be utilized in limited cases when a brief re-examination is indicated in order to clear up situations in which a decision is unclear after the initial examination. In addition, the CONSULTANT

agrees to accept \$160 per hour as full compensation for any required testimony or court preparation. If a defendant refuses to be seen for the examination a \$128 refusal fee will be paid to the contractor. Total Compensation under this AGREEMENT shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) during the period of this AGREEMENT.

Payment shall be made upon CONSULTANT'S submission to the Department of Mental Health of an Albany County Claim Form, detailing services rendered, dates and times, and disbursements if any. Upon the Department's acceptance, said claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the COUNTY upon request. Such records shall be accessible to the COUNTY for a period of six (6) years following the date of final payment by the COUNTY to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the COUNTY.

ARTICLE VIII. OWNERSHIP OF MATERIALS

All client/patient records and other forms, reports, statistics and materials shall be retained by and at the COUNTY.

ARTICLE IX. CONFIDENTIALITY

All client/patient information obtained through CONSULTANT'S performance of services under this Agreement shall be maintained in the strictest confidentiality as required by the NYS Mental Hygiene Law and other applicable State

and Federal Laws. Further, the CONSULTANT herein agrees to abide by the terms and conditions of Schedule 'B' attached hereto, regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE X. LICENSES

The CONSULTANT shall at all times remain duly licensed by the State of New York to practice psychology.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

Further, the CONSULTANT shall not discriminate against any client in the performance of services on the basis of race, creed, color, national origin, sex, handicap or source of payment.

ARTICLE XII. SCHEDULE

The CONSULTANT shall complete the work in a timely manner to protect the interests and rights of the COUNTY to the fullest extent reasonably possible.

ARTICLE XIII. RELATIONSHIP

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

ARTICLE XIV. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and/or property due to negligent acts, errors, or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this proposal. The CONSULTANT agrees due to restrictions in its professional liability (malpractice) insurance contracts that prohibits indemnification of others, to list the COUNTY as "other interested party" on their liability policy in lieu of indemnification.

ARTICLE XV INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY, of the services covered by this Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the COUNTY, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the COUNTY.

ARTICLE XVI. TERM AND TERMINATION OF AGREEMENT

This AGREEMENT shall commence on January 1, 2025 and terminate on December 31, 2025. Either party shall have the right to terminate the work required of the CONSULTANT by this Agreement, by thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with "ARTICLE V. FEES" of this Agreement.

ARTICLE XVII. COUNTERPARTS

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

ARTICLE XIII. SEVERABILITY

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

ARTICLE XX. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both the County and Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATED: _____

BY: _____
Hon. Daniel P. McCoy
Albany County Executive
or

Michael McLaughlin Jr.
Deputy County Executive

CONSULTANT

DATED: _____

BY: _____
Quinn Austin-Small, Ph.D.

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

On the ____ day of _____, 2025, 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 ____ day of _____, 2025, before me, the undersigned, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2025, before me, the undersigned, personally appeared Quinn Austin-Small, Ph.D., 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

SCHEDULE "A"

INSURANCE COVERAGE

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

1. **Worker's Compensation and Employers Liability Insurance:** A policy or policies providing protection for Employees of the obligor in the event of job related injuries.
2. **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000/\$3,000,000, which policy shall list the County of Albany as an additional insured.
3. **General Liability:** including comprehensive form, contractual, personal injury, premises completed operations and broad form property insurance shall be furnished with limits of not less than:

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

SCHEDULE "B"

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions, to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT herein, shall be considered a "Business Associate". The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS:

1. "Business Associate" – under the terms of this Agreement, the terms "Business Associate" shall mean the Consultant.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health, Albany County Substance Abuse Clinic, Albany County Community Mental Health Clinic, Assertive Community Treatment Team, Albany County Correctional Facility, and any part thereof.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information, other than as provided for by this Agreement.
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the requirements of 45 C.F.R. Section 164.528.
10. Business Associates agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j)(1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

2. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

Albany County Request for Contract Approval

Contract #	2024-2623
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5020 - Highways- Engineering Div
Date Submitted	Wednesday, December 11, 2024
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	Evenflo Company, Inc. P.O. Box 1046, Cullman, AL 35056
Estimated Amount	\$40,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	The Public Works Department is requesting the approval to enter into an agreement with Evenflo Company Inc. for the purchase of Child Passenger Safety Seats.
Budget Line Item	DD5020 - 44049 -
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

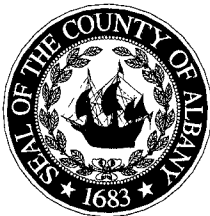
For Contract Board Use:

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: December 11, 2024

Re: Contract Request
Purchase of Child Passenger Safety Seats
RFB #2024-152

The Public Works Department is requesting the approval to enter into an agreement with Evenflo Company Inc. for the purchase of Child Passenger Safety Seats. Evenflo Company Inc. is the low bidder on RFB #2024-152. The term of this contract will be for one (1) year. Budget Line D5020.4049 Special Programs will be used for the purchases and shall not exceed \$40,000.



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, PE
COMMISSIONER

Recommendation

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: December 6, 2024

RE: RFB#2024-152
Child Passenger Safety Seats

After reviewing the above referenced bid, I would like to recommend the sole bidder, Evenflo Company, Inc., for the Award of this Bid. Items on this bid will be ordered as needed at bid price.

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

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: Lisa M. Ramundo
Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: 12/09/2024

RE: RFB #2024-152 Child Passenger Safety Seats

I am in receipt of your recommendation to award the aforementioned to Evenflo Company Inc. in the amount of \$40,000.

As Evenflo Company Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

RFB-2024-152 Tabulation
 Child Passenger Safety Seats

Bidder	Evenflo Company Inc	Additional Notes
Item #1	\$80.69	Factory select, 2pack
Item #2	\$102.69	Factory select, 2pack
Item #3	\$41.69	
Item #4	\$118.69	3051204Z Riverstone
Item #5	\$21.69	GoTime 3544198 Factroy Select 4 pack
Total Bid Amount	\$365.45	

Bidder notes:

Orders must be placed in case pack quantities
 Factory select fashion may vary but is always gender neutral
 Standard shipping lead time is 10-14 business days

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Child Passenger Safety Seats
Bid Number: 2024-152

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:

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

Date

Number

None

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

- (b) 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.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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:

Eve Miller
P.O. Box 1046
Cullman, AL 35056
Phone: (800) 768-6077 Fax: (800) 382-4565
E-mail: evenflosdel@worldsafe.net

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

BID FORM

BID IDENTIFICATION:

Title: Child Passenger Safety Seats
Bid Number: 2024-152

- Item #1** **Evenflo Titan 65 Convertible Child Safety Seat or equal**
Manufacturer Model #3712198 \$ 80.69 /EA
Factory Select, 2-pack
- Item #2** **Evenflo Securekid**
Combination Child Safety/ Booster Seat or equal
Model #3081198 \$ 102.69 /EA
Factory Select, 2-pack
- Item #3** **Evenflo Go Time High Back Booster Seat or equal**
Manufacturer Model #3502198 \$ 41.69 /EA
- Item #4** **Evenflo LiteMax ~~30512404~~ 3051204Z** \$ 118.69 /EA
Riverstone
- Item #5** **Evenflo Amp Backless Booster**
GoTime
Booster Seat Model #~~3414198~~ or equal \$ 21.69 /EA
3544198
Factory Select 4-pack

Bidder Notes:

- Orders must be placed in case pack quantities
- Factory Select fashion may vary but is always gender neutral
- Standard shipping lead time is 10-14 Business days

BF3

COMPANY: Evenflo Company, Inc.
ADDRESS: P.O. Box 1046
CITY, STATE, ZIP: Cullman, AL 35056
TEL. NO.: (800) 768-6077
FAX NO.: (800) 382-4565
FEDERAL TAX ID NO.: 31-1360477
REPRESENTATIVE: Eve Miller
E-MAIL: evenflosales@worldsafe.net
SIGNATURE AND TITLE Eve Miller, Account Manager

DATE 11/30/24

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

Eve Miller
Signature

Account Manager
Title

Eventlo Company, Inc.
Company Name

11/30/24
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

12/14
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 _____

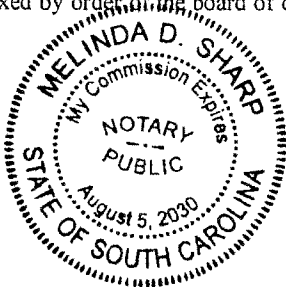
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF South Carolina)
COUNTY OF Beaufort) SS.:

On this _____ day of November, 20024 before me personally appeared Eve Miller to me known, who, being by me sworn, did say that he resides at (give address) 109 Stuart Town Rd Bft 29912 that he is the (give title) Account Manager of the (name of corporation) Euno Comp 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.



Eve Miller
Notary Public, State of South Carolina

Qualified in _____

Commission Expires Aug. 5, 2030

Melinda D. Sharp

If Partnership:

12/14
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 Eventflo Company, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 31-1360477 b) DUNS # 800056558	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Eventflo		5. WEBSITE ADDRESS (if applicable) www.eventflo.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 3131 Newmark Dr. Ste 300 miamisburg, Ohio 45342		7. TELEPHONE NUMBER (800) 768-6077	8. FAX NUMBER 800-382-4565
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above N/A		10. TELEPHONE NUMBER —	11. FAX NUMBER —
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name E. Miller Title Account manager Telephone Number (800) 768-6077 Fax Number (800) 382-4565 e-mail eventflo@worldsafe.net			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Goodbaby Int.	TITLE	b) NAME	TITLE
c) NAME Principal Holdings Limited	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 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? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates. ☐ 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:	☐ Yes ☒ No
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: : ☐ 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: South Carolina)
County of: Beaufort) ss:

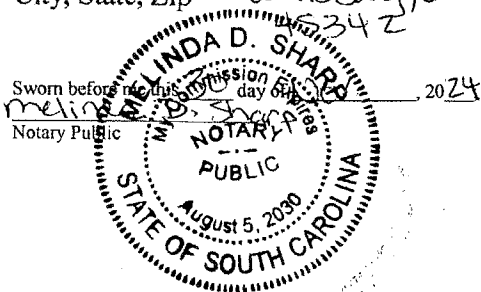
CERTIFICATION:

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 and 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 Eventlo Company Inc. Signature of Owner Lee Miller
Address 3131 Newmark Dr. Ste 300 Printed Name of Signatory Lee Miller
City, State, Zip Miamisburg, OH 45342 Title Account Manager



Melinda D. Sharp
Printed Name
Melinda D. Sharp
Signature
11/30/24
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.

Eric Miller

Signature

Account Manager

Title

Everflo Company, Inc.

Company Name

11/30/24

Date

Albany County Request for Contract Approval

Contract #	2024-2666
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5020 - Highways- Engineering Div
Date Submitted	Monday, December 23, 2024
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	National Highway Products, Inc 301 Riverside Drive, Millville, NJ 08332
Estimated Amount	\$28,500.00
Estimated Term	1/1/2025 to 6/30/2025
Scope of Services	The Public Works Department respectfully requests approval to purchase Sign Posts and Bases from National Highway Products, Inc. The purchasing department received eights (8) bids. Public Works recommends the lowest bidder National Highway Products, Inc. for a total not exceed \$28,500.00.
Budget Line Item	DD5020 - 44004 -
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: December 24, 2024

Re: Contract / Purchase Request

The Public Works Department respectfully requests approval to purchase Sign Posts and Bases from National Highway Products, Inc. The purchasing department received eight (8) bids. Public Works recommends the lowest bidder as follows:

Section B – National Highway Products, Inc. for a total not exceed \$28,500.00.

Please feel free to contact my office if further information is needed.

LMR: rmt



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
Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 20, 2024

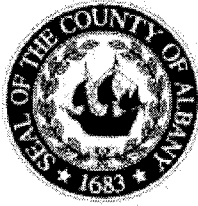
RE: RFB # 2024-147 Roll-up Road Signs, Sign Posts and Bases

I am in receipt of your recommendation to award the aforementioned as follows.

Section A to Ebrel Iron Works, Inc in the amount not to exceed \$28,000.00.
Section B to National Highway Products, Inc in the amount not to exceed \$28,500.00

As they are the lowest responsible and responsive bidders, 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.



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 *ck*

DATE: December 20, 2024

RE: RFB #2024-147
Roll-Up Road Signs, Sign Posts and Bases

After review of the bid results for the above referenced bid, I would like to recommend the low bidders as follows:

Section A – Ebrel Iron Works, Inc. for a total not to exceed \$28,000.00
Section B - National Highway Products, Inc. for a total not to exceed \$28,500.00.

Please feel contact my office if further information is needed.

LMR:ct

BID TABULATION

Title: Roll-up Road Signs, Sign Posts and Bases

Bid Number: 2024-147

Section A

Description	Item Number	Fastenal		Seabring Industries		Certified Safety		Ebel Iron		JC Smith		National Highway		Lightie Enterprises		Coastal Road	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS "ROAD CLOSED"	56	\$93.14	\$5,215.84	\$81.10	\$4,441.60	\$92.30	\$5,168.80	\$76.80	\$4,300.80	\$86.00	\$4,816.00	\$78.86	\$4,416.16	\$108.00	\$6,048.00	\$100.15	\$5,608.40
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS "FLAG HOLDER INCLUDED"	56	\$93.14	\$5,215.84	\$81.10	\$4,441.60	\$92.30	\$5,168.80	\$76.80	\$4,300.80	\$86.00	\$4,816.00	\$78.86	\$4,416.16	\$108.00	\$6,048.00	\$100.15	\$5,608.40
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS, "FLAG HOLDER INCLUDED"	6	\$93.14	\$558.84	\$81.10	\$486.60	\$92.30	\$553.80	\$76.80	\$460.80	\$86.00	\$516.00	\$78.86	\$473.16	\$108.00	\$648.00	\$100.15	\$600.90
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS "FLAG HOLDER AND OVERLAY INCLUDED"	20	\$117.14	\$2,342.80	\$104.10	\$2,082.00	\$107.23	\$2,144.60	\$86.30	\$1,726.00	\$115.00	\$2,300.00	\$92.71	\$1,854.20	\$108.00	\$2,160.00	\$100.15	\$2,003.00
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE)	14	\$56.84	\$795.76	\$36.10	\$505.40	\$39.50	\$553.00	\$48.50	\$679.00	\$69.00	\$966.00	\$58.97	\$825.58	\$64.50	\$903.00	\$57.15	\$800.10
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS "MOWING AHEAD"	26	\$56.84	\$1,477.84	\$36.10	\$938.60	\$39.50	\$1,027.00	\$48.50	\$1,251.00	\$69.00	\$1,794.00	\$58.97	\$1,533.22	\$64.50	\$1,677.00	\$57.15	\$1,485.90
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS "WORKER SYMBOL"	26	\$56.84	\$1,477.84	\$36.10	\$938.60	\$39.50	\$1,027.00	\$48.50	\$1,251.00	\$69.00	\$1,794.00	\$58.97	\$1,533.22	\$64.50	\$1,677.00	\$57.15	\$1,485.90
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS "FLAG HOLDER INCLUDED"	26	\$56.84	\$1,477.84	\$36.10	\$938.60	\$39.50	\$1,027.00	\$48.50	\$1,251.00	\$69.00	\$1,794.00	\$58.97	\$1,533.22	\$64.50	\$1,677.00	\$57.15	\$1,485.90
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS "FLAGGER SYMBOL"																	
Total Section A			\$17,084.76		\$14,084.40		\$15,643.00		\$13,859.40		\$17,002.00		\$15,051.70		\$19,161.00		\$17,592.60

BID TABULATION

Title: Roll-up Road Signs, Sign Posts

and Bases

Bid Number: 2024-147

Section A

Description	Item Number	Fastenal		Seabring Industries		Certified Safety		Ebel Iron		JC Smith		National Highway		Lightie Enterprises		Coastal Road	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2"X2"X12" 12 GAUGE FULL PUNCHED GALV. STEEL SIGN POST	100	\$66.65		\$56.10	\$5,610.00	\$66.14	\$6,614.00	\$53.29	\$5,329.00	\$51.95	\$5,195.00	\$54.41	\$5,441.00	\$61.80	\$6,180.00	\$136.22	\$13,622.00
12 GAUGE BASES	100	\$27.08		\$27.20	\$2,720.00	\$23.65	\$2,365.00	\$16.59	\$1,659.00	\$21.47	\$2,147.00	\$17.86	\$1,786.00	\$18.50	\$1,850.00	\$59.05	\$5,905.00
5/16" SMALL CORNER BOLTS THROUGH 2" WITH HEX NUT	100	\$1.65		\$3.20	\$320.00	\$1.65	\$165.00	\$1.08	\$108.00	\$2.05	\$205.00	\$0.69	\$69.00	\$1.15	\$115.00	\$1.49	\$149.00
72" REFLECTIVE HIGH INTENSITY SIGNPOST PANEL - RED	25			\$12.20	\$305.00	\$17.36	\$434.00	\$29.54	\$738.50	\$9.48	\$237.00	\$9.04	\$226.00	\$6.80	\$170.00	\$41.25	\$1,031.25
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - YELLOW	25			\$11.95	\$298.75	\$17.36	\$434.00	\$29.54	\$738.50	\$9.48	\$237.00	\$9.04	\$226.00	\$6.80	\$170.00	\$41.25	\$1,031.25
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - FLUORESCENT GREEN	25			\$24.50	\$612.50	\$17.36	\$434.00	\$36.50	\$912.50	\$12.48	\$312.00	\$9.04	\$226.00	\$7.95	\$198.75	\$41.25	\$1,031.25
2-3/8X1-1/4X3/16" ALUMINUM HOLES 1" ON CENTER	100			\$129.00	\$12,900.00	\$69.00	\$6,900.00	\$82.10	\$8,210.00	\$115.00	\$11,500.00	\$61.77	\$6,177.00	No Bid	INVALEUET	\$72.50	\$7,250.00
Total Section B					\$27,766.25		\$17,346.00		\$17,695.50		\$19,833.00		\$14,151.00				\$30,019.75

COUNTY OF ALBANY

text

BID FORM

BID IDENTIFICATION:

Title: Roll-up Road Signs, Sign Posts and Bases
Bid Number: 2024-147

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:

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

Date	Number
12/5/2024	#1
12/6/2024	#2
12/10/2024	#3
12/12/2024	#4

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

- (b) 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 deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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:
- Stacia M. Green, Vice President
- 301 Riverside Drive Millville NJ 08332
- Phone: 856-692-7572 / 800-338-5685 Fax: 856-692-2929
- E-mail: deb@nationalhighway.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Roll-up Road Signs, Sign Posts and Bases
Bid Number: 2024-147

COMPANY: National Highway Products, Inc

ADDRESS: 301 Riverside Drive

CITY, STATE, ZIP: Millville NJ 08332

TEL. NO.: 856-692-7572 / 800-338-5685

FAX NO.: 856-692-2929

FEDERAL TAX ID NO.: 93-1607060

REPRESENTATIVE: Stacia M. Green, Vice President

E-MAIL: deb@nationalhighway.com

SIGNATURE AND TITLE Stacia M. Green Vice President

DATE 12/12/2024

BF3

BID FORM**Title: Roll-up Road Signs, Sign Posts and Bases****Bid Number: 2024-147****Section A**

<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS FLAHOLDER INCLUDED "ROAD CLOSED"	36SBR-3LEX-FH <i>Bone-safety</i>	56	78.86	4,416.16
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "BUMP"	36SBR-3LEX-FH <i>Bone-safety</i>	56	78.86	4,416.16
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS, FLAG HOLDER INCLUDED "TREE WORK AHEAD"	36SBR-3LEX-FH <i>Bone-safety</i>	6	78.86	473.16
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16"X1/4" RIBS,S 3 LEXAN WHOLE POCKETS FLAG HOLDER AND OVERLAY INCLUDED "BLANK WITH ARROW OVERLAY" (SIZE TBD ARROW WILL POINT IN 4 DIRECTIONS)	36SBR-3LEX-FH-OL <i>Bone-safety</i>	20	92.71	1,854.20
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "MOWING AHEAD"	36FV-4LEX-FH <i>Bone-safety</i>	14	58.97	825.58
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "WORKER SYMBOL"	36FV-4LEX-FH <i>Bone-safety</i>	26	58.97	1,533.22
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "FLAGGER SYMBOL"	36FV-4LEX-FH <i>Bone-safety</i>	26	58.97	1,533.22

BID FORM**Title: Roll-up Road Signs, Sign Posts and Bases****Bid Number: 2024-147****Section B**

<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
2"X2"X12' 12 GAUGE FULL PUNCHED GALV. STEEL SIGN POST	SP/12'POSTS-1 <i>Item 2001442164</i>	100	54.41	5,441.00
12 GAUGE BASES Straight Cut	SP/POSTBASE-6 <i>Item 2001442164</i>	100	17.86	1,786.00
5/16" SMALL CORNER BOLTS THROUGH 2" WITH HEX JAM NUT	SP/SPLICES	100	0.69	69.00
72" REFLECTIVE HIGH INTENSITY SIGNPOST PANEL -RED	SP/SIGNPOSTPANEL	25	9.04	226.00
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - YELLOW	SP/SIGNPOSTPANEL-1	25	9.04	226.00
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - FLUORESCENT GREEN	SP/SIGNPOSTPANEL-3	25	9.04	226.00
2-3/8X1-1/4X3/16" ALUMINUM HOLES 1" ON CENTER 10' PIECES	SP/ZBARHOLED-1	100	61.77	6,177.00

COUNTY OF ALBANY

REQUEST FOR BIDS DEPARTMENT OF PUBLIC WORKS



RFB #2024-147

ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

**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
Pamela.oneill@albanycountyny.gov

TITLE: Roll-up Road Signs, Sign Posts and Bases RFB NUMBER: 2024-147

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 BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: National Highway Products, Inc

Address: 301 Riverside Drive

City: Millville State: NJ Zip Code: 08360

Contact Person: Stacia M. Green

Title: Vice President

Phone Number: 856-692-7572 Fax Number: 856-692-2929 E-Mail: deb@nationalhighway.com

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: 856-692-2929 E-Mail: deb@nationalhighway.com

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

NON-BIDDER RESPONSE

RFB #2024-147

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

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or 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.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-147

Sealed Bids for Roll-up Road Signs, Sign Posts and Bases as requested by Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, December 19, 2024.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB 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 **Thursday, December 5, 2024**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
November 26, 2024

PUBLISH ONE DAY – Thursday, December 5, 2024 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, December 5, 2024 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding 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: BID IDENTIFICATION

- 1.1 Title: ***ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES***
- 1.2 Requesting Department: ***DEPARTMENT OF PUBLIC WORKS***
- 1.3 Bid Number: ***2024-147***

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for ***ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES*** as requested by ***DEPARTMENT OF PUBLIC WORKS***
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, DECEMBER 19, 2024 HERE**, at the following address:

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

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **SIX MONTHS** from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder 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 bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT NEEDED

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform ~~and complete the work at the rate or within the time specified. A bid may be~~ rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT NEEDED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

- 11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

- 14.1 All inquiries with respect to this Request for Bids 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

- 14.2 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 bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder 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 bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.
- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers 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 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 of 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

19.2 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. **The bid number must appear on policy.**
- (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.

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

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder 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 attorneys' fees) arising out of, or in consequence of, any negligent or

intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

- 21.1 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 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 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 vendors for inside delivery at those locations.
- 22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
- 22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 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 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 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.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, 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 bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 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.
- 25.2 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.

25.3 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.

25.4 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 26: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 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 30: NOT NEEDED

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/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 RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

- 32.1 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 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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 34: NOT NEEDED

SECTION 35: NOT NEEDED

COUNTY OF ALBANY

ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM # 1

December 5, 2024

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 05 day of December 2024, in connection with the Request for Bids 2024- 147 as requested by Department of Public Works.

COUNTY OF ALBANY
ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM #

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Missing bid document pages

Resolution #1: Please see revised RFB 2024-147

End of Addendum # 1

COUNTY OF ALBANY

ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM # 2

December 6, 2024

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 06 day of December 2024, in connection with the Request for Bids 2024- 147 as requested by Department of Public Works.

COUNTY OF ALBANY

ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM # 2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Section B 72" Reflective High Intensity sign post panel Red – Yellow and Fluorescent Green 25 of each could you tell me the width is it 3" or 2" would you like plastic or aluminum?

ANSWER #1: They will all be 2" Aluminum

End of Addendum # 2

COUNTY OF ALBANY

ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM # 3

December 10, 2024

The following Addendum No. 3 consisting of two (2) pages (including this cover page) is hereby issued on the 10th day of December 2024, in connection with the Request for Bids 2024- 147 as requested by Department of Public Works.

COUNTY OF ALBANY
ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM # 3

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Add the following to specifications:

The name of any manufacturer, trade name, manufacturer or vendor catalog number mentioned in specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

ITEM#2: Add the following to specifications:

Quantities listed are estimated and are not to be considered minimum or maximum purchases.

ITEM#3: Question: Would all items need to be delivered within 10 10 days of PO receipt as noted? Production of the roll-ups sign would typically take make longer than 10 days.

Answer#3: Within 30 Days

ITEM#4: Would all items needed on the bid to be delivered at the same time to the same location or would there be multiple deliveries and multiple locations?

Answer#4: As per section 5, Term of Bid, the bid shall be for a period of six months from the date of award. During the term Department of Public Works may choose to purchase at any time any amount of signs needed during the award. This bid is issued for the Department of Public Works and they have several sub-locations and delivery can be to any location within Albany County.

ITEM#5: Question: it says on an "as needed basis". Does this mean there could be small orders of one or two items at a time?

Answer#5: Quantities listed are estimated and are not to be considered minimum or maximum purchases and any quantity may be purchased during the course of the six month term for award.

End of Addendum # 3

COUNTY OF ALBANY
ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM # 4

December 12, 2024

The following Addendum No. 4 consisting of four (4) pages (including this cover page) is hereby issued on the 12 day of December 2024, in connection with the Request for Bids 2024- 147 as requested by Department of Public Works.

COUNTY OF ALBANY

ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

RFB2024-147

ADDENDUM # 4

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Can you confirm on the first 4 line items. The description calls out 3 Lexan Pockets, but the manufacture part umber provided is for 4 Lexan. The description and part numbers for the remaining items coincide and call out 4 Lexan.

ANSWER #1: The signs only need to have the 3 Lexan pockets at the 3-6-9 positions because they have a fixed flag holder on the top at the 12 position.
See the updated Bid Form page 3 and 4.

End of Addendum # 4

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

Stacia McMan
Signature

Vice President
Title

12/12/2024
Date

National Highway Products, Inc
Company Name

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 _____

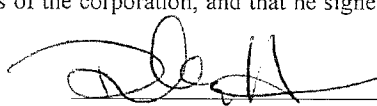
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New Jersey)
COUNTY OF Cumberland) SS.:

On this 12 day of December, 200²⁴, before me personally appeared Stacia M. Green to me known, who, being by me sworn, did say that he resides at (give address) 532 Manor Ave Millville NJ 08332; that he is the (give title) Vcie President of the (name of corporation) National Highway Products, 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 New Jersey

Qualified in Cumberland County

Commission Expires _____

If Partnership:

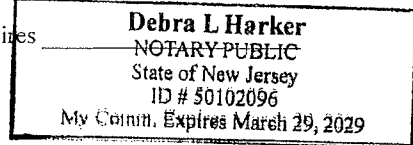
STATE OF _____)
COUNTY OF _____) SS.:

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: Supplier ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME National Highway Products, Inc		3. IDENTIFICATION NUMBERS a) FEIN # 93-1607060 b) DUNS # 129836194	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.nationalhighway.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 301 Riverside Drive Millville NJ 08332		7. TELEPHONE NUMBER 856-692-7572 / 800-338-5685	8. FAX NUMBER 856-692-2929
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 Stacia M. Green Title Vice President Telephone Number 856-692-7572 / 800-338-5685 Fax Number 856-692-2929 e-mail deb@nationalhighway.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Robert M. Green	TITLE President	b) NAME Stacia M. Green	TITLE Vice President
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 PRICIPAL 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	

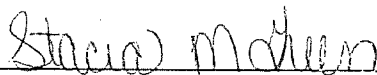
16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
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 1 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> 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> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 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 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.

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

Vice President

Title

12/12/2024
Date

National Highway Products, Inc
Company Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Stoll Agency, Inc.
1600 Horizon Drive
Suite 112
Chalfont PA 18914

CONTACT NAME: Terry Zabinski

PHONE (A/C, No, Ext): 215-822-2427

FAX (A/C, No): 215-822-7953

E-MAIL ADDRESS: terryz@stollagency.com

License#: 53859

NATIIG-01

INSURED
National Highway Products, Inc.
301 Riverside Drive, Bldg D
Millville NJ 08332

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B: Wesco Ins Co

25011

INSURER C: Gray Surplus Lines Insurance Company

15889

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1257084203

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			EPP 0639516	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EPP 0639516	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EPP 0639516 GSL101810	12/31/2023 12/31/2023	12/31/2024 12/31/2024	EACH OCCURRENCE \$ AGGREGATE \$ Total limit \$7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3730913	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Equipment Rented/Leased from Others			EPP 0639516	12/31/2023	12/31/2024	Limit 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

National Highway Products, Inc.
301 Riverside Drive
Millville NJ 08332

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NATIONAL HIGHWAY PRODUCTS, INC.

Trade Name:

Address: 301 RIVERSIDE DRIVE
MILLVILLE, NJ 08332

Certificate Number: 2864631

Effective Date: June 06, 2023

Date of Issuance: June 06, 2023

For Office Use Only:

20230606091042559

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

Filer: STACIA M. GREEN
NATIONAL HIGHWAY PRODUCTS, INC
301 RIVERSIDE DRIVE
MILLVILLE, NJ, 08332, USA

Your document has been filed by the Department of State.

We have attached the official filing receipt and related document(s) for the following entity:

DOS ID: 7081693
Entity Name: NATIONAL HIGHWAY PRODUCTS, INC.
Statement Due Date: 07/31/2025

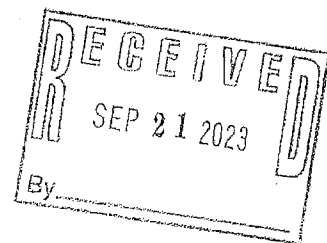
- Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- Business Corporations are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service: <https://filing.dos.ny.gov/eBiennialWeb/>.
- You may obtain a Federal Employer Identification Number(EIN) from the Internal Revenue Service(IRS). You must obtain an EIN to identify your business to the IRS and the New York State Department of Taxation and Finance. Visit <https://www.irs.gov>, for more information.
- Report your EIN by phone to the Department of Taxation and Finance at 518-485-6027, Monday through Friday between 8:30 a.m. and 4:30 p.m.

Contact Information

- Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- Department of Taxation and Finance: Visit <https://www.tax.ny.gov/help/contact> for self-help options and telephone numbers.



Department
of State



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) National Highway Products, Inc	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 301 Riverside Drive	Requester's name and address (optional)
6 City, state, and ZIP code Millville NJ 08332	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	3	-	1	6	0	7	0	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Stacia M. Ghum</i>	Date <i>12/12/24</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Albany County Request for Contract Approval

Contract #	2024-2667
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	D5010 - Public Works
Date Submitted	Monday, December 23, 2024
Contact Person	Ramundo, Lisa
Contact Phone	518-655-7902
Vendor Info	Ebrel Iron Works, Inc. 128 Sycamore St., Buffalo, NY 14204
Estimated Amount	\$28,000.00
Estimated Term	1/1/2025 to 6/30/2025
Scope of Services	The Public Works Department respectfully requests approval to purchase Roll-up Road Signs from Ebrel Iron Works, Inc. The purchasing department received eights (8) bids. Public Works recommends lowest bidder Ebrel Iron Works, Inc. for a total not to exceed \$28,000.00.
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

BID FORM

BID IDENTIFICATION:

Title: Roll-up Road Signs, Sign Posts and Bases
Bid Number: 2024-147

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 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
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 submit the Contract Security and other documents required by the General Instructions to Bidder 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 Bid, that:

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

Date	Number
December 5, 2024	1
December 8, 2024	2
December 10, 2024	3
December 12, 2024	4

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

- (b) 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 deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
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:

Eberl Iron Works, Inc.
128 Sycamore St
Buffalo, NY 14204
Phone: (716) 854-7633 Fax: (716) 854-1184
E-mail: Nora.Eberl@Eberliron.com

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

BID FORM

BID IDENTIFICATION:

Title: Roll-up Road Signs, Sign Posts and Bases

Bid Number: 2024-147

COMPANY: Eberl Iron Works, Inc.

ADDRESS: 128 Sycamore St.

CITY, STATE, ZIP: Buffalo, NY 14204

TEL. NO.: (716) 854-7633

FAX NO.: (716) 854-1184

FEDERAL TAX ID NO.: 16-0417520

REPRESENTATIVE: Nora E. Eberl

E-MAIL: Nora.Eberl@Eberliron.com

SIGNATURE AND TITLE Nora E Eberl CFO

DATE 12/16/24

BID FORM**Title: Roll-up Road Signs, Sign Posts and Bases****Bid Number: 2024-147****Section A**

<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS FLAHOLDER INCLUDED "ROAD CLOSED"	36SBR-4LEX-FH	56		
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "BUMP"	36SBR-4LEX-FH	56		
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS, FLAG HOLDER INCLUDED "TREE WORK AHEAD"	36SBR-4LEX-FH	6		
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16"X1/4" RIBS,S 3 LEXAN WHOLE POCKETS FLAG HOLDER AND OVERLAY INCLUDED "BLANK WITH ARROW OVERLAY" (SIZE TBD ARROW WILL POINT IN 4 DIRECTIONS)	36SBR-4LEX-FH-OL	20		
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "MOWING AHEAD"	36FV-4LEX-FH	14		
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "WORKER SYMBOL"	36FV-4LEX-FH	26		
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "FLAGGER SYMBOL"	36FV-4LEX-FH	26		

See typed
forms
with pricing

BID FORM**Title: Roll-up Road Signs, Sign Posts and Bases****Bid Number: 2024-147****Section A**

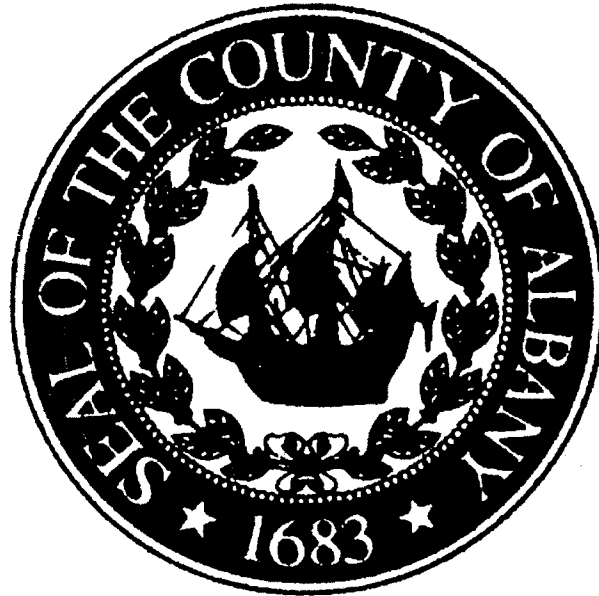
<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS FLAHOLDER INCLUDED "ROAD CLOSED"	36SBR-3LEX-FH	56	\$76.80	\$4,300.80
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "BUMP"	36SBR-3LEX-FH	56	\$76.80	\$4,300.80
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16" X 1/4" RIBS, 3 LEXAN WHOLE POCKETS, FLAG HOLDER INCLUDED "TREE WORK AHEAD"	36SBR-3LEX-FH	6	\$76.80	\$460.80
36"X36" SUPER BRIGHT ROLL-UP SIGN WITH 3/16"X1/4" RIBS,S 3 LEXAN WHOLE POCKETS FLAG HOLDER AND OVERLAY INCLUDED "BLANK WITH ARROW OVERLAY" (SIZE TBD ARROW WILL POINT IN 4 DIRECTIONS)	36SBR-3LEX-FH-OL	20	\$96.30	\$1,926.00
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "MOWING AHEAD"	36FV-4LEX-FH	14	\$43.50	\$609.00
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "WORKER SYMBOL"	36FV-4LEX-FH	26	\$43.50	\$1,131.00
36"X36" FLUORESCENT VINYL (NON-REFLECTIVE) ROLL-UP SIGN WITH 3/16"X1/4" RIBS 4 LEXAN WHOLE POCKETS FLAG HOLDER INCLUDED "FLAGGER SYMBOL"	36FV-4LEX-FH	26	\$43.50	\$1,131.00

BID FORM**Title: Roll-up Road Signs, Sign Posts and Bases****Bid Number: 2024-147****Section B**

<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
2"X2"X12' 12 GAUGE FULL PUNCHED GALV. STEEL SIGN POST	SP/12'POSTS-1	100	\$53.29	\$5,329.00
12 GAUGE BASES	SP/POSTBASE-6	100	\$16.59	\$1,659.00
5/16" SMALL CORNER BOLTS THROUGH 2" WITH HEX JAM NUT	SP/SPLICES	100	\$1.08	\$108.00
72" REFLECTIVE HIGH INTENSITY SIGNPOST PANEL -RED	SP/SIGNPOSTPANEL	25	\$29.54	\$738.50
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - YELLOW	SP/SIGNPOSTPANEL-1	25	\$29.54	\$738.50
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - FLUORESCENT GREEN	SP/SIGNPOSTPANEL-3	25	\$36.50	\$912.50
2-3/8X1-1/4X3/16" ALUMINUM HOLES 1" ON CENTER 10' PIECES	SP/ZBARHOLED-1	100	\$82.10	\$8,210.00

COUNTY OF ALBANY

REQUEST FOR BIDS DEPARTMENT OF PUBLIC WORKS



RFB #2024-147

ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES

**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
Pamela.oneill@albanycountyny.gov

TITLE: Roll-up Road Signs, Sign Posts and Bases RFB NUMBER: 2024-147

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 BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: Eberl Iron Works, Inc.

Address: 128 Sycamore St.

City: Buffalo State: NY Zip Code: 14204

Contact Person: Nora E. Eberl

Title: CFO

Phone Number: (716) 854-7633 Fax Number: (716) 854-1184 E-Mail: Nora.Eberl@Eberliron.com

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: (716) 854-1184 E-Mail: Nora.Eberl@Eberliron.com

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

NON-BIDDER RESPONSE

RFB #2024-147

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

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or 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.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-147

Sealed Bids for Roll-up Road Signs, Sign Posts and Bases as requested by Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, December 19, 2024.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB 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 **Thursday, December 5, 2024**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
November 26, 2024

PUBLISH ONE DAY – Thursday, December 5, 2024 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, December 5, 2024 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding 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: BID IDENTIFICATION

- 1.1 Title: ***ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES***
- 1.2 Requesting Department: ***DEPARTMENT OF PUBLIC WORKS***
- 1.3 Bid Number: ***2024-147***

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for ***ROLL-UP ROAD SIGNS, SIGN POSTS AND BASES*** as requested by ***DEPARTMENT OF PUBLIC WORKS***
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, DECEMBER 19, 2024 HERE**, at the following address:

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

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **SIX MONTHS** from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder 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 bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: NOT NEEDED

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: NOT NEEDED

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

- 11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

- 14.1 All inquiries with respect to this Request for Bids 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

- 14.2 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 bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

- 15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

- 15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder 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 bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.
- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers 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 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 of 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

19.2 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. **The bid number must appear on policy.**
- (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.

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

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder 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 attorneys' fees) arising out of, or in consequence of, any negligent or

intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

- 21.1 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 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 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 vendors for inside delivery at those locations.
- 22.5 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
- 22.6 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.7 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 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 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 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.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, 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 bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 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.
- 25.2 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.

25.3 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.

25.4 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 26: NOT NEEDED

SECTION 27: NOT NEEDED

SECTION 28: NOT NEEDED

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 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 30: NOT NEEDED

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/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 RFB; 3) the Contractor’s bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

- 32.1 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 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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 34: NOT NEEDED

SECTION 35: NOT NEEDED

BID FORM**Title: Roll-up Road Signs, Sign Posts and Bases****Bid Number: 2024-147****Section B**

<u>Description</u>	<u>Item Number</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
2"X2"X12' 12 GAUGE FULL PUNCHED GALVANIZED STEEL SIGN POST	SP/12'POSTS-1	100		
12 GAUGE BASES	SP/POSTBASE-6	100		
5/16" SMALL CORNER BOLTS THROUGH 2" WITH HEX JAM NUT	SP/SPICES	100		
72" REFLECTIVE HIGH INTENSITY SIGNPOST PANEL -RED	SP/SIGNPOSTPANEL	25		
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - YELLOW	SP/SIGNPOSTPANEL-1	25		
72" REFLECTIVE HIGH INTENSITY SIGN POST PANEL - FLUORESCENT GREEN	SP/SIGNPOSTPANEL-3	25		
2-3/8X1-1/4X3/16" ALUMINUM HOLES 1" ON CENTER 10' PIECES	SP/ZBARHOLED-1	100		

see typed forms with pricing

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

Nora E. Ebel

Signature

CEO

Title

Ebel Iron Works, Inc.

Company Name

12/16/24

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 _____

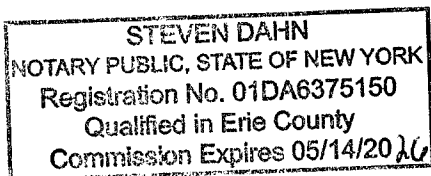
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 16 day of December 2008, before me personally appeared Neca E Eberl to me known, who, being by me sworn, did say that she resides at (give address) 671 Lafayette Ave. Buffalo, NY 14222; that she is the (give title) CFO of the (name of corporation) Eberl Iron Works, Inc., the corporation described in and which executed the above instrument; that she 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 she signed her name thereto by like order.



[Signature]
Notary Public, State of NY

Qualified in Erie County

Commission Expires May 14, 2026

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 <i>Eberl Iron Works, Inc.</i>	3. IDENTIFICATION NUMBERS a) FEIN # <i>16-0417520</i> b) DUNS # <i>00-211-1136</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) <i>www.Eberliron.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>128 Sycamore St. Buffalo, NY 14204</i>	7. TELEPHONE NUMBER <i>(716) 854-7633</i>	8. FAX NUMBER <i>(716) 854-1184</i>
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 <i>Nora E. Eberl</i> Title <i>CFO</i> Telephone Number <i>(716) 854-7633</i> Fax Number <i>(716) 854-1184</i> e-mail <i>Nora.Eberl@Eberliron.com</i>		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME <i>Nora E. Eberl</i>	TITLE <i>CFO</i>	b) NAME <i>John C. Eberl</i>
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:	☐ Yes ☒ No
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 1 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> 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> 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 1 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.

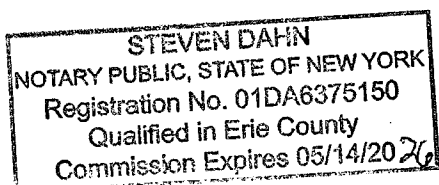
FEIN # 16-0417520

CERTIFICATION:

The undersigned certifies that he/she:

- Sworn before me this 16 day of December, 2024.

 Notary Public



Nora E. Eberl
Printed Name
Nora E. Eberl
Signature
12/16/201
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

CFO
Title

12/6/24
Date

Eberl Iron works, Inc.
Company Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 285 Delaware Avenue, Suite 4000 Buffalo NY 14202	CONTACT NAME: Client Service Team PHONE (A/C, No, Ext): 800-716-8314 E-MAIL ADDRESS: GGB.BU2.CL.Srv@ajg.com FAX (A/C, No): 855-595-4605	
INSURED Eberl Iron Works, Inc 128 Sycamore Street Buffalo, NY 14204	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Union Fire Insurance Company of Pittsburg	19445
	INSURER B: Merchants Mutual Insurance Company	23329
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1185602488**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BLKT BF Vendor ☒ Incl Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: X, C, U Included	Y		GL3118768	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		AL 2446969	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y		CUP0003408	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC013588188	6/1/2024	6/1/2025	☒ PER STATUTE ☐ OTH-ER NY, ME E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFB 2022-109 Galvanized Steel 12 Gauge Square Sign Posts and Bases

Albany County is included as Additional Insured under the General Liability and Auto Liability coverage if required by written contract. Excess follows form of underlying policies.

CERTIFICATE HOLDER

Albany County Dept. of General Services
Purchasing Division
112 State Street, Room 1000
Attn: Pamela O'Neill
Albany NY 12207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Albany County Request for Contract Approval

Contract #	2024-2633
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	G8130 - Sewage Treatment
Date Submitted	Friday, December 13, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Slack Chemical Inc 21 Grande Blvd, Saratoga Springs, NY 12866
Estimated Amount	\$85,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Purchase one year supply of Hydrogen Peroxide to be used as an odor control oxidant, one year contract with the option for one additional year renewal.
Budget Line Item	GG8130 - 44107 -
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. 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

December 11, 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 2024-151 Hydrogen Peroxide Supply
Slack Chemical Inc.**

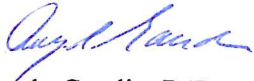
Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Slack Chemical Inc. for a total not to exceed amount of \$85,000 for the supply of Hydrogen Peroxide to be used as an odor control oxidant. The contract term is for one (1) year, January 1, 2025 through December 31, 2025 with the option for one (1) additional (1) year renewal.

Slack Chemical 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

RFB-2024-151 Hydrogen Peroxide Totes
12/5/2024 11:00am

<u>Vendor</u>	<u>Product</u>	<u>Oxident Type</u>	<u>Price/330 Gallon Tote</u>
Morgan Inland LLC	330 Gallon Tote	34% Hydrogen Peroxide	\$6550.36/tote
Morgan Inland LLC	330 Gallon Tote	27% Hydrogen Peroxide	\$7074.49/tote
Slack Chemical Co INC	330 Gallon Tote	34% Hydrogen Peroxide	\$839.44/tote - \$1000.00 deposit/tote
Slack Chemical Co INC	330 Gallon Tote	27% Hydrogen Peroxide	\$659.58/tote - \$1000.00 deposit/tote
		This is a \$1000.00 deposit per tote that is refundable when tote is returned	
Surpass Chemical Co INC	320 Gallon Tote	34% Hydrogen Peroxide	\$1259.28/tote
Surpass Chemical Co INC	320 Gallon Tote	27% Hydrogen Peroxide	\$949.32/tote
		Surpass submitted for 320 gallon totes not 330 gallon	



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-2024-151 Hydrogen Peroxide Supply
Date: December 6, 2024

The Water Purification District recommends award to the apparent low bidder, Slack Chemical Inc., for the supply of hydrogen peroxide totes based on the pricing below:

- 330 gallon tote @ 34% hydrogen peroxide = \$839.44
- 330 gallon tote @ 27% hydrogen peroxide = \$659.58

The estimated value of this contract for the 1 year term is \$85,000.00. Please return your notice of concurrence so that I may submit this award request to the Contract Management Board.

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
Water Purification Department

FROM:

Pamela O Neill
Purchasing Agent

DATE: December 6, 2024

RE: RFB # 2024-151

I am in receipt of your recommendation to award the aforementioned to Slack Chemical Company Inc in the amount of \$85,000.00.

As Slack Chemical Company Inc 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 #	2024-2646
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	RFP
Department	G8130 - Sewage Treatment
Date Submitted	Wednesday, December 18, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Capital Safety Services 260 Osborne Rd, Loudonville, NY 12211
Estimated Amount	\$55,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Safety consultant services and employee safety trainings.
Budget Line Item	GG8130 - 44046 -
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. 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

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CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

December 18, 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 2024-070 Safety Consultant
Capital Safety Services**

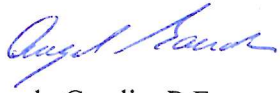
Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Capital Safety Services for a total of \$55,000 per year for safety consultant services and employee safety trainings. The contract term is for one (1) year, set to run from January 1, 2025 through December 31, 2025 with the option for two (2) additional (1) year renewals.

There were three bids received and Capital Safety Services 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: Wesley Hartmann, Policy Analyst
Eitan Goldmeer, Budget Analyst



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
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: December 16, 2024

RE: RFP #2024-070

I am in receipt of your recommendation to award the aforementioned to Capital Safety Services Inc. in the amount of \$55,000 for a one-year term.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Capital Safety Services.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
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COMMISSION
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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: RFP-2024-070 Safety Consultant
Date: December 16, 2024

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFP and recommends award to Capital Safety Services Inc., for safety consultant services and employee safety trainings. The bidder rating worksheets are attached to this memo for your reference.

The contract term will be for one (1) year with the option of two (2) additional one (1) year renewals. The estimated annual contract amount is \$55,000

Please return your notice of concurrence so that I may submit this award request for CAB approval in January 2025.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

RFP #2024-070: Safety Consultant

Proposal Rating Worksheet

Proposer: Capital Safety Services

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Professional Qualifications	20%	5	1		0		0		0
Firm's experience in providing safety services to similar facilities	30%	4	1.2		0		0		0
Proximity to facilities(s) and ability to respond on an as needed basis	20%	5	1						
Fee Proposal	20%	5	1		0		0		0
References	10%	4	0.4		0		0		0
TOTALS:			4.6		0		0		0

NOTES:

Capital Safety is familiar with District facilities and is also working with Albany Water Board for training their staff.

RFP #2024-070: Safety Consultant

Proposal Rating Worksheet

Proposer: EHS Risk Management

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Professional Qualifications	20%	5	1		0		0		0
Firm's experience in providing safety services to similar facilities	30%	3	0.9		0		0		0
Proximity to facilitie(s) and ability to respond on an as needed basis	20%	5	1						
Fee Proposal	20%	4	0.8		0		0		0
References	10%	4	0.4		0		0		0
TOTALS:			4.1		0		0		0

NOTES:

EHS is not familiar with our facilities and their hourly fee was higher based on estimated class times.

RFP #2024-070: Safety Consultant

Proposal Rating Worksheet

Proposer: Arbill Industries

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Professional Qualifications	20%	5	1		0		0		0
Firm's experience in providing safety services to similar facilities	30%	3	0.9		0		0		0
Proximity to facilities(s) and ability to respond on an as needed basis	20%	2	0.4						
Fee Proposal	20%	3	0.6		0		0		0
References	10%	4	0.4		0		0		0
TOTALS:			3.3		0		0		0

NOTES: Arbill does not have a local presence or office making responses to immediate safety needs challenging.

Albany County Request for Contract Approval

Contract #	2025-2697
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A3140 - Probation
Date Submitted	Tuesday, January 7, 2025
Contact Person	Connors, William (Probation Dept)
Contact Phone	+1 5184875194
Vendor Info	VanBortel Ford 71 Marsh Rd, East, Rochester, NY 14445
Estimated Amount	\$93,298.08
Estimated Term	1/7/2025 to 12/31/2025
Scope of Services	Purchase 2 Police Interceptor vehicles with barrier/cage installed.
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

January 7, 2025

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: 2 – Ford Police Interceptor Gas/Hybrid vehicles

Dear Messrs: McCoy and Hidley,
Dear Ms. Cunningham,

Pursuant to bids received for RFQ-2024-163 (2) 2025 FORD POLICE INTERCEPTER vehicles, the Probation Department requests authorization to purchase both 2025 Police Interceptor vehicles from VanBortel Ford at the cost of \$93,298.08. These vehicles will be utilized for many probation activities including, community visits and the transportation of probationers.

Said vehicles need to be built and the bid reflects an estimated 150 days to build.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/km



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: William Conners
Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 7, 2025

RE: RFQ 2024-163 2025 Ford Police Interceptor Vehicles (2)

I am in receipt of your recommendation to award the aforementioned to VanBortel Ford in the amount of \$93,298.08.

As VanBortel Ford 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.

RFQ 2024-163 Tabulation
2025 Ford Police Interceptor (2)

Vendor	Model Year	Make & Model	Price Per Vehicle	Total for (2) Vehicles
Delacy Ford	2025	Ford Police Interceptor	\$48,873.20	\$97,746.40
Metro Ford	2025	Ford Police Interceptor	\$46,974.40	\$93,948.40
Nielsen Ford of Morristown	2025	Ford Police Interceptor	\$47,902.79	\$95,805.58
Scorpio Motors LLC DBA Greenwich	2025	Ford Police Interceptor	\$51,723.90	\$103,447.80
VanBortel Ford	2025	Ford Police Interceptor	\$46,649.04	\$93,298.08

Albany County Request for Contract Approval

Contract #	2024-2661
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A1170 - Public Defender
Date Submitted	Thursday, December 19, 2024
Contact Person	Bulatao, Keith
Contact Phone	+1 5184477771
Vendor Info	New York State Defenders Association 194 Washington Ave., Suite 500, Albany, NY 12210
Estimated Amount	\$58,720.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Access to and software maintenance, new software releases, and training for the Public Defender's client management system (PDCMS).
Budget Line Item	AA1170 - 44120 - 10000
Fiscal Impact	County: 21.00% State: 79.00% 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

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

December 20, 2024

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

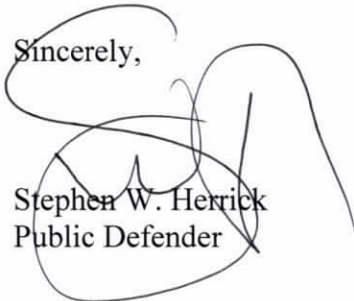
Dear County Executive McCoy, Clerk Hidley, and Chairwoman Cunningham:

On behalf of the Public Defender's Office, I am requesting authorization of a one-year extension to the Public Defender's PDCMS contract with New York State Defenders Association. PDCMS is the Office's client management software that stores and manages client data.

The contract amendment will extend the term of the contract through December 31, 2025.

Please feel free to contact me with any questions.

Sincerely,



Stephen W. Herrick
Public Defender

**EXTENSION
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM
“SAAS CONVERSION AMENDMENT”
BETWEEN
COUNTY OF ALBANY
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AGREEMENT, made this _____ day of _____, 2024 by and between the COUNTY OF ALBANY, having offices located at 112 State Street, Albany, New York 12207, hereinafter referred to as "COUNTY" and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314, hereinafter referred to as "NYSDA,"

W I T N E S S E T H:

WHEREAS, the COUNTY and NYSDA entered into an Amendment to convert to a SaaS subscription (“SaaS conversion amendment”) dated April 11, 2022, wherein NYSDA agreed to provide services to host the PDCMS (Public Defense Case Management System) in the cloud, provide cloud storage for Discovery and provide support and maintenance for these services for the Albany County Public Defender Office; and

WHEREAS, the COUNTY and NYSDA desire to extend these services for one year (covering 01/01/2024 – 12/31/2024);

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Section 6 of the “SaaS conversion amendment”, stating: “This Agreement shall terminate on December 31, 2022 unless otherwise extended by written agreement by the parties.” shall be deleted and replaced with the following:

“This Agreement shall terminate on December 31, 2025 unless otherwise extended by written agreement by the parties.”

2. Exhibit 1, referenced in Sections 3a and 7 of the “SaaS conversion amendment” is replaced with the attached 2025 PDCMS Fee Structure.
3. Exhibit 2 (the “Order”) referenced in Section 3b of the “SaaS conversion amendment” is replaced with the attached Order for the new Subscription Term (01/01/2025 – 12/31/2025).
4. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this

Amendment by signing such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures.

5. All other terms and conditions of the “SaaS conversion amendment” shall remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto executed this Extension as of the date set forth above.

COUNTY OF ALBANY

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

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Susan C. Bryant, Esq.
Executive Director

Exhibit 1.

**New York State Defenders Association
2025 PDCMS Fee Structure**

NYSDA PDCMS CLOUD HOSTING SAAS FEES	MONTHLY FEES
Access to “legacy” PDCMS (current) in the cloud	\$ 35/Authorized User/Month
Access to PDCMSCloud (new generation software)	\$ 20/Authorized User/Month
Discovery files stored in cloud and integrated with PDCMSCloud, which allows viewing of these files from anywhere with an internet connection by computer or phone	\$ 50/TB/Month (Not Applicable)
ONE-TIME INTEGRATION/SET UP FEE	ONE-TIME FEE
One-time fee to set up cloud environment for the site, migrate & integrate PDCMS database, etc.	\$ 5,000 (Not applicable)
One-time fee to migrate site’s existing Discovery files and integrate with PDCMSCloud (including normalizing folder structure, cleaning long names, etc.)	\$ 5,000+ (Not applicable)
SUPPORT	ANNUAL FEE
PDCMS Maintenance and Software Support Agreement - This annual fee is based on the total number of PDCMS authorized users and includes software maintenance, bug fixes, new software releases, telephone support and remote support.	\$ 500/Authorized User/Year
TRAINING	
PDCMS training (remote)	\$ 750 per day
PDCMS On-Site Training – If on-site training is requested, site will also be charged travel expenses.	\$ 1,500 per day
CUSTOMIZED PROGRAMMING	
Special Features/Custom Requests - If site requires customized features or reports, they can be provided at an additional fee.	\$ 185.00/hr



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. • Suite 500 • Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined below, covering the period 01/01/2025 – 12/31/2025.

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 20 authorized users	\$35/user/month (\$35 x 20 users = \$ 700 (\$700 x 12 months = \$ 8,400)	\$ 8,400.00
Monthly fee – access to PDCMSCloud – 68 named users	\$20/user/month (\$20 x 68 users = \$1,360) (\$1,360 x 12 months = \$ 16,320)	\$ 16,320.00
Annual support (68 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/user/year 68 x \$500 = \$34,000	\$ 34,000.00
Total		\$ 58,720.00

IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Susan C. Bryant
Title: Executive Director



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. • Suite 500 • Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

November 19, 2024

Albany County Public Defender
112 State Street
Albany, NY 12207

Invoice #: 111924-20

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 20 authorized users	\$35/user/month (\$35 x 20 users = \$ 700 (\$700 x 12 months = \$ 8,400)	\$ 8,400.00
Monthly fee – access to PDCMSCloud – 68 named users	\$20/user/month (\$20 x 68 users = \$1,360) (\$1,360 x 12 months = \$ 16,320)	\$ 16,320.00
Annual support (68 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/user/year 68 x \$500 = \$34,000	\$ 34,000.00
Total		\$ 58,720.00

Please return this invoice with payment and mail to:

Business Manager
New York State Defenders Association
194 Washington Avenue, Suite 500
Albany, NY 12210

Thank you.

**AMENDMENT
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM™
AGREEMENTS
BETWEEN
COUNTY OF ALBANY
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AMENDMENT, made this 11th day of April, 2022 by and between County of Albany, having offices located at 112 State Street, Albany, New York 12207 ("OFFICE"), and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314 ("NYSDA)."

WITNESSETH:

WHEREAS, OFFICE and NYSDA are parties to a Professional Services Agreement, (the "Agreement"), and a Maintenance and Software Support Agreement, ("Attachment A"), (Contract #05-1170-0001) which is extended and/or amended each year, giving OFFICE the rights, among other things, to run and use NYSDA's legacy *Public Defense Case Management System*™ computer program ("Legacy PDCMS"), and to receive NYSDA's software support and maintenance services in connection with its use of the Legacy PDCMS;

WHEREAS, OFFICE desires to have its Legacy PDCMS database moved from its local server (on-premises) to the cloud to be hosted by NYSDA and to retain its access to the functionality available in the Legacy PDCMS while hosted in the cloud; and

WHEREAS, NYSDA is in the process of converting the Legacy PDCMS to an online software-as-a-service ("SaaS") application ("PDCMSCloud", and collectively with Legacy PDCMS, "PDCMS") and will give OFFICE access to PDCMSCloud through a SaaS subscription;

WHEREAS, OFFICE desires to subscribe to Legacy PDCMS and PDCMSCloud and to receive NYSDA's support and maintenance services for one additional year (the "Subscription Term").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. OFFICE understands and agrees that, following the move of its Legacy PDCMS database to the cloud, OFFICE's license rights to use the Legacy PDCMS locally (pursuant to

Section 37 of the "Agreement") shall terminate, and NYSDA shall no longer provide any support or maintenance services to any locally-hosted (on-premises) version of the Legacy PDCMS program.

2. Section 31 (Year 2000 Compliance) of the "Agreement" is no longer applicable, is deleted in its entirety, and hereby replaced with the following:

"(OFFICE'S ACCESS AND DATA)"

a. NYSDA shall provide OFFICE with commercially reasonable access to PDCMS, subject to reasonable downtime for scheduled or unscheduled maintenance. NYSDA will provide OFFICE with prior notice within a reasonable time before scheduled downtime. NYSDA will routinely backup all electronic data and information submitted by OFFICE to PDCMS in connection with its use of the PDCMS in accordance with this Agreement, including, without limitation, all OFFICE discovery materials, and the documents and data described in Sections 33 – 35 of this "Agreement" (individually and collectively, "OFFICE Content"). NYSDA shall use industry-standard security measures to maintain OFFICE Content in confidence and to maintain OFFICE's login information and will provide a secure method of authenticating and accessing the PDCMS by utilizing code that follows password management best practices.

b. PDCMS and all OFFICE Content, shall be hosted on a Federal Risk and Authorization Management Program (FedRAMP) cloud server employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. NYSDA shall ensure the hosting services shall be performed in the United States of America, and no portion of the hosting services shall be performed outside of the US.

c. OFFICE hereby grants to NYSDA, its contractors, agents and licensees, and the contractors, agents and licensees of the foregoing, the non-exclusive right and license to access, copy, store, configure, display and transmit OFFICE Content as NYSDA deems necessary to provide the PDCMS services to OFFICE under this Agreement. OFFICE Content is the Confidential Information of OFFICE, subject to the limitations of Sections 55 and 56 of this "Agreement".

3. A new Section 37-A is hereby added to the "Agreement", as follows:

"(SOFTWARE-AS-A-SERVICE)"

- a. For the term of the Maintenance Agreement, NYSDA hereby grants to OFFICE a subscription ("**Subscription**") to the PDCMS service for "**Authorized Users**" in accordance with the Order. Cloud server fees and NYSDA's Legacy PDCMS hosting fees are outlined in the Fee Structure attached to this Agreement as Exhibit 1.
- b. The "Order" attached to this Agreement as Exhibit 2 sets forth OFFICE fees for the PDCMS for the Subscription Term. OFFICE shall pay such fees in full prior to the commencement of the Subscription Term and the grant of access to PDCMS to OFFICE's authorized users.
- c. OFFICE shall provide NYSDA with a list of Authorized Users and level of access (role) requested for each Authorized User.
- d. OFFICE acknowledges and agrees that NYSDA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the services.
- e. Once Legacy PDCMS is moved to the cloud, OFFICE should delete current Legacy PDCMS icons from all computers and replace them with PDCMSCloud icons or link to browser address, as PDCMS users will no longer be able to access Legacy PDCMS on their local server (on-premises). Additional log-ins will be made available for PDCMSCloud (SaaS) screens for Authorized Users at this time. Access to the Legacy PDCMS and PDCMSCloud will be limited to Authorized Users. OFFICE is responsible for notifying NYSDA when an Authorized User's log-in should be deactivated.
- f. OFFICE shall not grant access to PDCMS to (i) another person or entity other than OFFICE's named Authorized Users, or (ii) provide case management service to a third party. OFFICE shall notify NYSDA promptly upon becoming aware of any unauthorized access to the PDCMS or related systems.
- g. OFFICE acknowledges that NYSDA and its subcontractors exercise no control over the content of the information transmitted by OFFICE or its Authorized Users through PDCMS. OFFICE shall not unlawfully upload, post, reproduce or distribute any information, software or other material protected by copyright, or

any other intellectual property right using PDCMS.

- h. OFFICE is responsible for accuracy, quality, integrity, legality, reliability and appropriateness of all OFFICE Content. OFFICE shall not use PDCMS to: store or transmit any infringing, libelous, unlawful or tortious material; store or transmit material in violation of third-party privacy rights; to store or transmit Malicious Code; or interfere with or disrupt the integrity or performance of PDCMS or data contained in it. As used in this Agreement, the term "**Malicious Code**" means any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs."
- i. NYSDA shall report to OFFICE, with all relevant details, any event that NYSDA reasonably believes represents unauthorized access to, disclosure of, use of, or damage to OFFICE content (a "**Security Breach**").
- j. In the event of a Security Breach, NYSDA shall (a) cooperate with OFFICE to identify the cause of the breach and to identify any affected OFFICE Content; (b) assist and cooperate with OFFICE in investigating and preventing the recurrence of the Security Breach; and (c) assist and cooperate with OFFICE in any litigation or investigation against third parties that OFFICE undertakes to protect the security and integrity of OFFICE Content.
- k. At all times, NYSDA, and any third party vendors and hosting partners it utilizes to provide these services, shall (a) use industry standard information security practices for transmitting and storing OFFICE Content; (b) employ industry standard practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, encryption, and authentication protocols, vulnerability, and patch management, and (c) ensure its host facilities maintain industry standards for security and privacy. Notwithstanding the foregoing, OFFICE acknowledges that there remains a material risk that Confidential Information and OFFICE Content stored and transmitted electronically through PDCMS may be intercepted by third parties, which risk increases if PDCMS is accessed outside the United States, and agrees to accept that risk and will not hold NYSDA, its officers, employees, contractors, agents or licensees liable for any loss, damage, or injury resulting from the interception of OFFICE Content.
- l. OFFICE shall not assign, sublicense, transfer, pledge, lease, rent or share any of its rights under this Agreement, copy, frame or mirror any content forming part of PDCMS, access or use PDCMS to build a competitive product or service, or to copy, evaluate or

monitor ideas, features, functions or graphics, or to monitor or evaluate the availability, performance or functionality of PDCMS, NYSDA's services, or for any other benchmarking or competitive purposes.

- m. OFFICE shall comply with all applicable laws and governmental rules and regulations in connection with its use of PDCMS.
- 3. References in Section 38 of the "Agreement" (Warranty) to "products" are hereby deemed to include, without limitation, all services provided to OFFICE by NYSDA and all contractors of NYSDA under the "Agreement" and "Attachment A", including the provision and hosting of PDCMS.
- 4. Section 42 of the "Agreement" is hereby amended by adding at the end of such provision the following:

In addition, and not by way of limitation of any other right or remedy available to NYSDA, NYSDA may suspend the PDCMS services and OFFICE's access to PDCMS upon the occurrence of one of the following events:

(a) if OFFICE fails to timely pay any undisputed amounts due to NYSDA in accordance with this Agreement, but only after NYSDA notifies OFFICE of such failure and nonpayment continues for fifteen (15) days after OFFICE's receipt of such notice; or

(b) immediately without prior notice if NYSDA or its hosting contractor reasonably concludes that OFFICE or its Authorized User is causing immediate and ongoing material harm to NYSDA, its contractor or agent, the PDCMS service or any related software or hardware arising out of any OFFICE conduct prohibited by Section 37-A(h). NYSDA shall advise OFFICE of the suspension under clause (b) as soon as practicable under the circumstances, and OFFICE shall cooperate with NYSDA and its contractor to diligently attempt to resolve the issue.

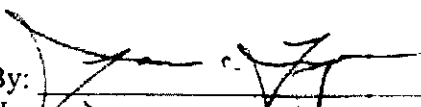
Suspension of the PDCMS services shall not release OFFICE of its payment obligations under this Agreement. NYSDA AND ITS CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY OFFICE OR ANY AUTHORIZED USER AS A RESULT OF NYSDA'S EXERCISE OF ITS SUSPENSION RIGHTS IN ACCORDANCE WITH THIS SECTION.

5. Section 3 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is hereby amended as follows:
 - a. by replacing the sentence “The fee will be based upon twenty-five to thirty PDCMS concurrent licenses (distributed between the APDO and AAPDO offices) may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index.” with “The annual support fee will be based upon your number of Authorized Users ; and
 - b. by replacing the sentence “This PDCMS Maintenance and Software Support Agreement fee shall be paid by COUNTY within forty-five (45) days of invoice at the beginning of each annual maintenance period.” with “This PDCMS Maintenance and Software Support Agreement fee shall be paid by OFFICE upon receipt of the invoice at the beginning of each annual maintenance period.”
6. Section 12 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is deleted and replaced in its entirety with the following:

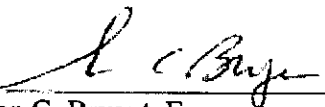
“This Agreement shall terminate on December 31, 2022 unless otherwise extended by written agreement of the parties.”
7. Exhibit 3 to the Maintenance Agreement (“Attachment A” of the “Agreement”) – the PDCMS Fee Structure - is deleted in its entirety and is replaced by the attached Exhibit 1 (January 2022 PDCMS Fee Structure).
8. Except as expressly amended hereby and but for such obligations of the parties as shall have been performed, all other terms and conditions of the “Agreement” and “Attachment A” shall remain unchanged and in force.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date set forth above.

COUNTY OF ALBANY (for Albany Public Defender Office)

By: 
Name: Daniel C. Lynch
Title: Deputy County Executive

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: 
Susan C. Bryant, Esq.
Executive Director

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On this 4th day of April, in the year 2022 before me, the subscriber, personally came Daniel L. Ryan, to me known, who being by me duly sworn did depose and say that [s/he] is the Deputy of the COUNTY OF ALBANY, and the person described in and who executed the foregoing instrument in the name of the Albany County Public Defender Office, and [s/he] duly acknowledged to me that [s/he] executed the same as and for the act and deed of said Albany County Public Defender Office.

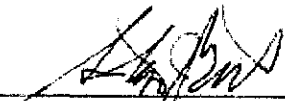


Notary Public; State of New York

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

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On this 17th day of April in the year 2022 before me, the subscriber, personally came **SUSAN C. BRYANT**, to me known, who being by me duly sworn did depose and say that she is the Executive Director of the New York State Defenders Association, Inc. and the person described in and who executed the foregoing instrument in the name of the New York State Defenders Association, Inc., and she duly acknowledged to me that she executed the same as and for the act and deed of said New York State Defenders Association, Inc.



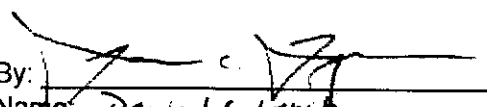
Notary Public; State of New York

STEPHANIE J. BATCHELLER
02BA6094728
My commission expires 06/23/2023

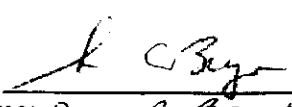
IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

COUNTY OF ALBANY

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: 

Name: Daniel C. Lynch
Title: Deputy County Executive

By: 

Name: Susan C. Bryant
Title: Executive Director



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. • Suite 500 • Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the County of Albany located at 112 State Street, Albany, NY 12207 is for the services outlined below, covering the period 03/15/22 – 12/31/22.

03/15/22 – 12/31/22

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 45 authorized users	\$35/user/month (\$35 x 45 users = \$1,575) (\$1,575 x 9.5 mos = \$14,963)	\$ 14,963.00
Cloud server for PDCMS Cloud & Legacy PDCMS	This is the annual fee to maintain & manage the Cloud server for between 41 – 50 named users.	\$ 4,800.00
14 TB storage on cloud server	\$100/TB/month (\$100 x 14 TB = \$1,400/month) (\$1,400 x 9.5 mos = \$13,300)	\$ 13,300.00
One-time fee to transition to the cloud	One-time fee to set up cloud server, set up active directory, migrate current data to the cloud, etc.	\$ 5,000.00
Annual support (45 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/12 = \$42/mos x 9.5 mos = \$399/month per user 20 users* x \$399/month = \$7,980 *NYSDA has already received payment for PDCMS support for 25 licenses (for the PD office) covering the period 12/19/21 – 12/18/22 via Invoice# 101521-1. (Note, there are a total of 30 licenses on Invoice# 101521-1, but 5 of them are for the Albany Alternate Defender office.) The fee for the remaining 20 licenses (starting with this new contract period & prorated for 9.5 months) is outlined in this section (above).	\$ 7,980.00
Total		\$ 46,043.00

Albany County Request for Contract Approval

Contract #	2024-2662
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A1170 - Public Defender
Date Submitted	Friday, December 20, 2024
Contact Person	Bulatao, Keith
Contact Phone	+1 5184477771
Vendor Info	Gideon's Promise 101 Marietta Street, NW, Suite 250, Atlanta, GA 30303
Estimated Amount	\$26,000.00
Estimated Term	1/24/2025 to 7/31/2027
Scope of Services	Two Albany County Public Defenders will be provided twenty-four days of training between January 2025 and July 2027 including an orientation from January 24-26, 2025, a two-week initial training in July 2025, and four subsequent weekends offered semi-annually.
Budget Line Item	AA1170 - 44039 - 10000
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

December 20, 2024

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

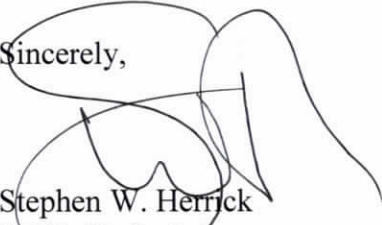
Dear County Executive McCoy, Clerk Hidley, and Chairwoman Cunningham:

On behalf of the Public Defender's Office, I am requesting authorization to enter into a memorandum of understanding with Gideon's Promise for two public defenders to be provided twenty-four days of training between January 2025 and July 2027, including an orientation from January 24 through January 26, 2025, a two-week initial training in July 2025, and four subsequent weekends offered semi-annually.

In addition to providing valuable training for the two public defenders, the Office's participation in the program contributes to the Office's qualification for Gideon's Promise's Law School Partnership Program, which provides fellows to public defender offices.

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

Sincerely,



Stephen W. Herrick
Public Defender

Memorandum of Understanding

Gideon's Promise and Albany County Public Defender's Office

Gideon's Promise will agree to accept Elise Miller and Timothy Severance for admission to the Class of 2025. The total cost of the CORE 101 Program is \$22,500, not including travel and transportation. Gideon's Promise agrees to provide each of these two public defenders a scholarship to cover all but \$13,000. The Albany County Public Defender's Office agrees to pay \$13,000 for each of these public defenders towards the cost of tuition. The Albany County Public Defender's Office also agrees to cover the cost of travel and transportation for these two public defenders for all required training sessions.

The public defenders will be provided twenty-four days of training between January 2025 and July 2027 including an orientation from January 24-26, 2025; a two-week initial training in July 2025, and four subsequent weekends offered semi-annually thereafter. The exact summer dates will be announced before the end of their orientation weekend.

The Albany County Public Defender's Office agrees to pay \$13,000 per public defender prior to January 15, 2025: \$2500 for each candidate will be applied to the Orientation that will take place January 24-26, 2025. If either public defender withdraws from a Gideon's Promise training 31 or more days prior to the start of the January training event, there will be a \$500 administrative fee (20% of the \$2500 cost of the Orientation). If a participant withdraws from the January training less than 30 days before the beginning of that event, there will be a \$1250 administrative fee (50% of the \$2500 cost of the Orientation).

If either public defender withdraws from Gideon's Promise after Orientation but 31 or more days prior to the start of the Summer Institute, there will be a \$2400 administrative fee (20% of the \$12,000 cost of the program). If a participant withdraws from the Gideon's Promise training less than 30 days before the beginning of Summer Institute, there will be a \$6000 administrative fee (50% of the \$12,000 cost of the program).

Any scholarship awarded by Gideon's Promise will be used to cover training costs once the portion used by the office has been exhausted.

After applying any applicable administration fees, the remainder of any unused funds submitted to Gideon's Promise, will be applied towards any future Gideon's Promise programming.

Zanele Ngubeni
Zanele Ngubeni
Executive Director
Gideon's Promise

12/18/2024

Date

Signature

Date

Agency Authorizing Officer

Title



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: Stephen W. Herrick
Albany County Public Defender

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 2, 2025

RE: Sole Source Form Justification-Gideon's Promise

I am in receipt of your sole source form for Gideon's Promise in the amount of \$26,000.00

As this CORE 101 program is unique with one of a kind training program along with providing scholarships I concur with your sole source justification.

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 #	2024-2671
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A6071 - Preventative Assistance Program (Title XX)
Date Submitted	Monday, December 30, 2024
Contact Person	McNelis, Scott
Contact Phone	518-447-7306
Vendor Info	St Anne Institute 160 No. Main Avenue, Albany, NY 12206
Estimated Amount	\$50,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Provision of Pre-Dispositional Placement Services for PINS youth for a daily per diem rate of \$477.00, not to exceed \$50,000. Second and final option
Budget Line Item	AA6071 - 44046 -
Fiscal Impact	County: 23.00% State: 37.00% Federal: 40.00%
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 Renewal Request for St. Anne Institute

DATE: January 1, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for St. Anne Institute for the provision of Pre-Dispositional Placement Services. The requested renewal contract term is for January 1, 2025 – December 31, 2025, for the amount not to exceed \$50,000.

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 St. Anne Institute for the Provision of Pre-Dispositional Placement

The Department for Children, Youth and Families respectfully requests authorization to enter into a contractual renewal agreement with St. Anne Institute for the provision of Pre-Dispositional Placement.

The contractual agreement is for a daily per diem rate of \$477.00, not to exceed \$50,000, for the period of January 1, 2025 – December 31, 2025.

The Department is requesting Pre-Dispositional Placement Services for PINS youth. A pre-dispositional placement may occur when a Persons in Need of supervision (PINS) petition has been filed against a youth, but prior to a dispositional hearing in Family Court. Pre-dispositional placements are time-limited. These out of home placements shall only be utilized if Family Court finds there is a substantial likelihood that a youth will not return to their court appearance and that all other alternatives, such as the utilization of respite, have been exhausted.

Pre-dispositional placements can only occur in the following least restrictive settings. Foster care programs certified or licensed by the New York State Office of Children and Family Services such as Foster boarding homes, Group homes or Residential Treatment Centers. Pre-dispositional placements will align with the PINS legislation of a maximum of three days, with the potential for an additional three days, if the circumstances warrant such.

Albany County Request for Contract Approval
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Contract #	2024-2675
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	None
Department	A6119 - Children, Youth & Families
Date Submitted	Tuesday, December 31, 2024
Contact Person	McNelis, Scott
Contact Phone	518-447-7306
Vendor Info	IMA Systems LLC 32 Broadway Ste 614, New York, NY 10004
Estimated Amount	\$25,000.00
Estimated Term	1/1/2025 to 12/31/2025
Scope of Services	Subscription and license agreement for operation of patient and billing software
Budget Line Item	AA6119 - 44041 -
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 FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Renewal Request for IMA Systems LLC

DATE: January 1, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract renewal with IMA (Information Management Associates) Systems LLC, for a subscription and license agreement for the operation of patient and billing software. The requested contract term is for January 1, 2025 – December 31, 2025, for the amount not to exceed \$25,000.

Please call me at 447-7306 if you have any questions.

Enclosure

December 11, 2024

Albany County Department of Children Youth & Families
112 State Street, Suite 300
Albany NY 12207

Dear Sir or Madame:

Reference is made to the Subscription and Support Agreement, dated January 1, 2018 (the "Agreement"), by and between you, as Client, and the undersigned, IMA Systems LLC. Pursuant to Section 3.l(d) of the Agreement, the undersigned proposes to amend and replace Sections I Exhibit D to the Agreement as set forth below. Pursuant to Section 3.l(d), ~~these new pricing terms will take effect on the later of (i) the first of the new year or (ii) sixteen days~~ after the date hereof, unless you provide written notice to the undersigned that the new pricing terms are not accepted and elect to terminate the Agreement effective December 31, 2024. The provision of all products and services listed herein shall remain otherwise subject to the terms and conditions of the Agreement, including the terms of payment set forth in Section 3.

I. Monthly Subscription Fees.

Product/Service	No. of Users	Per unit	Total
imaServe subscription	12	110.00	\$ 1,320.00
ePrescribing Prescribers	2	60.00	\$ 120.00
ePrescribing EPCS	2	15.00	\$ 30.00
ePrescribing Non prescribers	0	7.50	\$ 0.00
imaServe web hosting	.15	1,750.00	\$ 262.50
Total Monthly			\$ 1,732.50

We encourage you to review the revised pricing terms and the terms of the Agreement at your earliest convenience. Kindly confirm receipt of this letter by signing below where indicated and returning a copy to the Company at your earliest convenience.

Sincerely,

Barry Samel, President IMA Systems LLC

Acknowledgement of Receipt

By: _____

Name and Title:

Albany County Request for Contract Approval

Contract # 2024-2676
Contract Type B) CAB Contract
Contract Action C) Renewal
Procurement Type Sole Source
Department A2960 - Service for Physically Handicapped Children
Date Submitted Tuesday, December 31, 2024
Contact Person McNelis, Scott
Contact Phone 518-447-7306
Vendor Info James McGuinness & Associates
1482 Erie Boulevard, Schenectady, NY 12305
Estimated Amount \$27,996.00
Estimated Term 4/1/2025 to 3/31/2026
Scope of Services Software and Support for Third Party Insurance Billing pertaining to the
Preschool/Related Services program.
Budget Line Item AA2960 - 44021 -
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 FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

MEMORANDUM

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce Hidley, County Clerk

FROM: Scott McNelis
Contract Administrator

RE: Contract Request for James McGuinness & Associates

DATE: January 1, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract for James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The requested agreement is for the term of April 1, 2025 – March 31, 2026 for an amount not to exceed \$ 27,996.00.

Please call me at 447-7306 if you have any questions.

Enclosure

The Department for Children, Youth and Families

Justification for Contract Authorization with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program.

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a renewal of a contractual agreement with James McGuinness & Associates to provide software and support for third party insurance billing pertaining to the Preschool/Related Services program. The terms of the contracts are April 1, 2025 through March 31, 2026 for an amount not to exceed \$27,996.

The Department has been using this proprietary Software Program for over ten years. New York State utilizes this program and the Contractor is considered a fiscal agent for New York State. The Contractor trains our Preschool/Related Services Providers to utilize the program. The Software tracks children and services and does Cost reporting for the County.

The program shows what has been denied by NYSED so that we can correct errors and maximize reimbursements. It is also the mechanism for developing the AVL (Automated Voucher Listings) which are the documents utilized by municipalities to process claims for preschool evaluations and services for reimbursement from NYSED.

Albany County Request for Contract Approval

Contract #	2025-2699
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	None
Department	A1230 - County Executive
Date Submitted	Tuesday, January 7, 2025
Contact Person	Lalli, Michael
Contact Phone	+1 5184475642
Vendor Info	Maria College 700 New Scotland Avenue, Albany, NY 12208
Estimated Amount	\$75,000.00
Estimated Term	1/13/2025 to 1/12/2026
Scope of Services	Provide funding for a new community resource/clinic within Albany Medical Center.
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589

MICHAEL McLAUGHLIN, JR
DEPUTY COUNTY EXECUTIVE

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

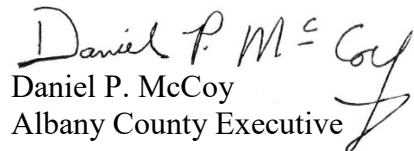
Honorable Bruce Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, New York 12207

Chairwoman Cunningham and County Clerk Hidley,
I respectfully request authorization to enter into a contract with Maria College for assistance funding a new community resource/clinic within Albany Medical Center attached to the emergency department.

This collaboration would allow for triage that takes the burden on the emergency department of non-emergency needs and allow for those individuals to be attended to quicker and with aligned services on discharge. More importantly this creation of a "Community Clinic" will support wellness engagement, literacy and advocacy services and create a professional education experience for nursing students who are so critical for our region.

This funding will be in the amount of \$75,000 to offset operating costs of \$750,000.
If you have any question, please do not hesitate to contact my office.

Sincerely,


Daniel P. McCoy
Albany County Executive



January 8, 2025

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

Dear Albany County Executive McCoy,

Thank you for the opportunity to apply for funding to support the Maria College Community Clinic. These funds will help expand clinical rotations to enhance the nursing skills our students learn in our simulation and skills labs. The foundational skills gained in the clinical experience help students earn a college degree and prepare them for a successful career with a livable wage and benefits. Additionally, the funding allows Maria College to address the New York State nursing shortage and graduate over 75 more nurses a year.

Maria College has enhanced our skills and simulation skills to include virtual reality. The New York State Senate and Assembly recently passed legislation that will help address New York's nursing shortage. S.447C (Stavisky) / A.3706A (Lupardo) will permit nursing programs to provide up to one-third of a student's clinical work in a high-tech simulation environment. New York is projected to face a shortage of almost 30,000 nurses by 2030. There is a lack of quality clinical placements in hospital settings that nurses must complete before receiving their license. Permitting nursing programs to utilize simulation-based clinical education for one-third of clinical hours will enable students to receive the training they need and nursing programs to expand.

With the launch of the Maria College Community Clinic, we can also provide additional clinical rotations for our nursing students. Our Nurse Practitioner faculty will manage the Clinic and the students. In addition to being able to accommodate more students and future nurses, we will also be providing a good service to the community. The Clinic will triage patients in the AMC emergency department and the pediatric emergency room and serve as a resource for the medically underserved.

Maria College's Mission:

Maria College is sponsored by the Sisters of Mercy. It provides career-relevant, opportunity education and is committed to outstanding and holistic student support services, financial sustainability, and the purposive use of evidence to drive institutional renewal and student success. Maria seeks to foster graduates who recognize and respect the dignity of every human person and who will transform their knowledge and skill into caring and compassionate service to others.

700 New Scotland Avenue, Albany, NY 12208

(518) 438-3111 • mariacollege.edu

Maria is a private college, founded in 1958 on the principle of service to others. To this day, that principle drives everything we do—from the way we support our students in the pursuit of their degree to our outreach to the surrounding community. That principle also is the hallmark of the Maria graduate, the guiding force behind an enduring commitment to improving the lives of others.

We offer four programs in nursing: a BS Degree in Nursing Completion, Online BS Degree Completion, Nursing AAS (RN) and Practical Nurse Certificate (LPN). Currently, Maria College graduates 175 nursing students a year and we are at capacity. We are in the process of expanding our space for additional students by adding new skills labs, simulation space, expanding the clinical experience in The Clinic, and additional faculty. Our goal is to increase our nursing program to 225-250 students per year in the future.

Maria Students:

Maria College recruits students from underrepresented populations, often first-generation college students or those attending college for a second or third time. We offer additional support services for underprepared and underserved students.

Maria College has been a highly respected nurse educator in the area for 65 years, with strong ties to local hospitals and a history of a high first-time pass rate of the NCLEX exam.

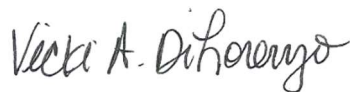
- In 2023, 87% of LPN students passed the NCLEX-PN on their first attempt, compared to 83.6% at the national level.
- In 2023, 91% of ADN students passed the NCLEX-RN on their first attempt, compared to 88.6% at the National level.
- **Maria has produced the largest number of nursing graduates in the Capital Region, having graduated 8,000 RNs who statistically stay working in the area.**

Reason for Request:

Clinical Experiences Prepare Nurses for Real-World Nursing Practice

The best way to learn new things is to perform skills and put them into practice. The launch of The Maria College Community Clinic will provide opportunities to enhance readiness for an actual clinical environment. Our nurses will be practice-ready. These types of experiences also differentiate Maria College's nursing program from others, and we are confident having these experiences will attract more nurses into the healthcare field.

With gratitude,



Vicki DiLorenzo
Vice President of Institutional Advancement

700 New Scotland Avenue, Albany, NY 12208

(518) 438-3111 • mariacollege.edu

Albany County Request for Contract Approval

Contract #	2024-2668
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	A1680 - Information Services
Date Submitted	Friday, December 27, 2024
Contact Person	Berkun, David
Contact Phone	+1 518-447-7283
Vendor Info	CNC Services of NY, Inc. 2 Cooper Avenue, Ste. 1, Rensselaer, NY 12144
Estimated Amount	\$38,488.89
Estimated Term	1/1/2025 to 2/28/2025
Scope of Services	Installation of 3-2" schedule 40 PVC conduits from the E911 building to 449 New Salem Road. (approx.-200ft) Trenching and conduit installation will be an option for this quote. Installation of 1- OM3 and 1-OS2 12 strand fiber between buildings. Installation of 4- cat 6 OSP cables between buildings Termination of fiber with LC pigtails within Corning housing. Installation of 1 CCH-01u rack mount housing at the 911 building Installation of 1 WCH-02P wall mounted housing at 449. Testing and certification of all fiber placed Installation of surge suppressor for the 4 underground cat 6 cables.
Budget Line Item	CAPIT - -
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
CONTRACT FOR EMERGENCY SERVICES

1. Department Requesting Contract: Management and Budget, Division of Information Services.

County Representative requesting contract: David Berkun Date: 12/19/24

2. Name of Vendor: CNC Services of NY, Inc.

Address: 2 Cooper Ave, Ste 1

Rensselaer, NY 12144

Telephone # 518-862-9121 Fax # 518-862-9130

Federal Tax I.D. # (or Social Security #) 14-1758220

Note: This is required for payment of invoices

3. Description of services being provided (BE SPECIFIC):

Installation of 3 conduits (including trenching) between buildings at 449 New Salem road; the old E911 dispatch facility and the DPW Engineering building basement; trenched and run below frost line. Installation of 12 strands of Corning Freedom one OM3 fiber optic cable and 2 CAT 6 cables (with proper LC terminations on each side (Corning rack mount at Old E911 and wall mount at DPW) and tested into 1 of 3 conduits).

Installation of 12 strands of Corning Freedom one OS2 fiber optic cable and 2 CAT 6 cables (with proper LC terminations on each side (Corning rack mount at Old E911 and wall mount at DPW) and tested into another 1 of 3 conduits).

Installation of 12 strands of Corning Freedom one OM3 fiber optic cable (with proper LC terminations on each side (Corning rack mount at 2nd floor of DPW shop and wall mount at DPW engineering basement) and tested).

4. Price to be paid less taxes. This must include ALL incidental costs: ie: travel, lodging etc.

\$ / Per (hour, day, job) Total amt. \$ 38,488.89

5. Start date: ASAP Completion date: before 2/1/25

6. Copy of Vendor's Insurance - *Note: Insurance certificates are required prior to any Purchase Order or Contract being issued or any work being started. The vendor is responsible for maintaining current insurance documentation on file with the County.*

By signing below, the Vendor agrees:

1. That the information contained in paragraphs 3 through 6 above is true and correct, that the services to be provided by the Vendor are accurately described above, and that the Vendor shall provide the services described above on the terms and conditions contained in this agreement.

2. Should Vendor's required insurance be cancelled, Vendor shall submit the insurer's notice of cancellation to the County within two (2) business days of receipt.

3. In addition to, and not in limitation of, the insurance requirements contained in Schedule "A" attached hereto and made a part hereof, the Vendor agrees to the fullest extent of the law:

- a) The Vendor shall defend, indemnify and save harmless the County of Albany, its agents, representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Vendor, its agents or employees, to the extent of its or their responsibility of such claims, damages, losses or expenses; and
- b) The County may terminate this agreement if Vendor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if Vendor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, rules or regulations or orders of a public entity having jurisdiction over the work, or if Vendor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Vendor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine. The Vendor may terminate this agreement if the County is substantially in breach of it.
- c) Pursuant to §109 of the General Municipal Law, the Vendor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.
- d) Vendor 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. Vendor shall retain such records for six (6) years after final payment or termination of this agreement and shall make such information available to the County and authorized State and/or Federal personnel during such period.
- e) If Vendor is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not the work is in fact beyond the scope of this agreement and whether or not it constitutes extra work. If the County determines such work constitutes extra work, it shall provide extra compensation to Vendor on a negotiated basis.
- f) Vendor 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.
- g) This agreement may only be modified by a formal written amendment executed by the parties.
- h) This agreement shall be governed by and construed in accordance with the laws of the State of New York. The Vendor agrees that the designated venue is Albany County, New York.

The above information will be used by the County to generate a purchase order for the services described. No services included as a part of this form are to be provided to the County prior to the receipt of a purchase order by the vendor. If you have any questions concerning this form, please call the Albany County Purchasing Department at (518) 447-7140.


Vendor Signature

12/20/2024
Date

CNC Services of NY, Inc.
By: Harold M. Armstrong, Jr., CFO
Vendor Name Printed

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 30 Century Hill Drive Suite 200 Latham NY 12110	CONTACT NAME: PHONE (A/C, No, Ext): 518-869-3535 FAX (A/C, No): 518-869-3580 E-MAIL ADDRESS:
INSURED CNC Services of NY, Inc. 2 Cooper Ave., Ste 1 Rensselaer, NY 12144	INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Company INSURER B: Federal Insurance Company INSURER C: Milford Casualty Insurance Company INSURER D: Lloyd's Syndicate 3623 (Beazley Furlonge Limited) INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 989869133**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	35983919	8/3/2024	8/3/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			73585000	8/3/2024	8/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			93646223	8/3/2024	8/3/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC1038128	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A D	Installation Floater Tech E&O & Cyber			35983919 W30C12240401	8/3/2024 11/3/2024	8/3/2025 11/3/2025	Stored Materials occ:\$2,000,000 \$300,000 agg:\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability - 80-02-2305 (3/17) Blanket Additional Insured - Ongoing Operations;
80-02-2367 (5/07) Blanket Additional Insured - Completed Operations, 80-02-2653 (7/09) Primary and Noncontributory, 80-02-2362 (4/01) Transfer or Waiver of Rights of Recovery Against Others.
Auto Liability - 16-02-0295 (11/16) Commercial Auto Broad Form, includes Additional Insured & Waiver of Subrogation.
Umbrella - 07-02-0815 (07/01) - includes Follow Form underlying
Work Comp - WC000313 - Waiver of subrogation when required by written contract
County of Albany" as certificate holder and primary/non-contributory additional insured

CERTIFICATE HOLDER**CANCELLATION**

County of Albany
112 State St.
Suite 500
Albany NY 12207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Liability Insurance

Endorsement

<i>Policy Period</i>	AUGUST 3, 2024 TO AUGUST 3, 2025
<i>Effective Date</i>	AUGUST 3, 2024
<i>Policy Number</i>	35983919
<i>Insured</i>	CONTROL NETWORK COMMUNICATIONS, INC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 2, 2021

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, General Aggregate Limit, the following provision is added:

Limits Of Insurance

<i>General Aggregate Limit Per Location</i>	The General Aggregate Limit applies separately to each of your locations owned by or rented to you.
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Endorsement

<i>Policy Period</i>	AUGUST 3, 2024 TO AUGUST 3, 2025
<i>Effective Date</i>	AUGUST 3, 2024
<i>Policy Number</i>	35983919
<i>Insured</i>	CONTROL NETWORK COMMUNICATIONS, INC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 2, 2021

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

AS REQUIRED BY WRITTEN CONTRACT

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	AUGUST 3, 2024 TO AUGUST 3, 2025
<i>Effective Date</i>	AUGUST 3, 2024
<i>Policy Number</i>	35983919
<i>Insured</i>	CONTROL NETWORK COMMUNICATIONS, INC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 2, 2021

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions**Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization**

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

- (a) You executed the "insured contract" or written agreement; or
- (b) The permit has been issued to you.

2. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. – FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE is amended to add the following:

However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

3. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

4. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

5. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

6. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION

III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

7. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- 2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

8. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

9. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

- 1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must notify us as soon as reasonably possible when the "accident" is known to:

- (1) You or your authorized representative, if you are an individual;

- (2) A partner, or any authorized representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

11. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- 5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

13. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

14. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

15. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: AUGUST 3, 2024

Policy Number: 93646223

Insured: CONTROL NETWORK COMMUNICATIONS, INC

Description

Limits

Employers Liability

Insurer: WESCO INSURANCE COMPANY

Policy No.: MWC1036081

Coverage B - Employer's Liability

Policy Period: 01/01/2024

Bodily Injury By Accident

to: 01/01/2025

\$1,000,000 Each Accident

Bodily Injury By Disease

\$1,000,000 Policy Limit

\$1,000,000 Each Employee

Commercial General Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY

Policy No.: 35983919

\$1,000,000 Each Occurrence

Policy Period: 08/03/2024

\$2,000,000 General Aggregate

to: 08/03/2025

\$2,000,000 Products/Completed
Operations Aggregate

Occurrence

\$1,000,000 Personal and Advertising
Injury (aggregate when
applicable)

Automobile Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY

Policy No.: 73585000

\$1,000,000 Each Accident

Policy Period: 08/03/2024

to: 08/03/2025

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: AUGUST 3, 2024

Policy Number: 93646223

Insured: CONTROL NETWORK COMMUNICATIONS, INC

Description Limits

Employee Benefits Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY

Policy No.: 35983919 \$1,000,000 Each Claim

Policy Period: 08/03/2024

to: 08/03/2025 \$1,000,000 Aggregate

Claims Made

Retroactive Date 08/03/2014

Non-Owned & Hired Auto Liability

Insurer: GREAT NORTHERN INSURANCE COMPANY

Policy No.: 73585000 \$1,000,000 Each Accident

Policy Period: 08/03/2024

to: 08/03/2025

Occurrence

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

May 06, 2021



Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverage/ Excess Follow-Form Coverage A

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages/ Umbrella Coverage B

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) CNC Services of NY, Inc. 2 Cooper Ave., Ste 1 Rensselaer, NY 12144 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-862-9121 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany 112 State St. Suite 500 Albany, NY 12207	3a. Name of Insurance Carrier Milford Casualty Insurance Company 3b. Policy Number of Entity Listed in Box "1a" MWC1038128 3c. Policy effective period 01/01/2025 to 01/01/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Arthur J. Gallagher Risk Management Services, LLC
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Arthur J. Gallagher 12/30/2024
(Signature) (Date)

Title: Area President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-869-3535

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CNC Services of NY, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 2 Cooper Ave, Ste 1	Requester's name and address (optional)
6 City, state, and ZIP code Rensselaer, NY 12144	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 4/30/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CONTROL NETWORK

COMMUNICATIONS

PROPOSAL

12-13-24

Control Network Communications, Inc. (CNC) respectfully submits for consideration. This proposal is for the fiber optic cabling installation for the DPW office at 449 New Salem Road according to the plans and specs provided.

Scope of Work: Base bid

Installation of 3-2" schedule 40 PVC conduits from the E911 building to 449 New Salem Road. (approx.-200ft)
Trenching and conduit installation will be an option for this quote.
Installation of 1- OM3 and 1-OS2 12 strand fiber between buildings.
Installation of 4- cat 6 OSP cables between buildings
Termination of fiber with LC pigtails within Corning housing.
Installation of 1 CCH-01u rack mount housing at the 911 building
Installation of 1 WCH-02P wall mounted housing at 449.
Testing and certification of all fiber placed
Installation of surge suppressor for the 4 underground cat 6 cables.

Proposal does not include:

- Sales tax
- Allowances
- Bonds
- Cable and equipment Removals.
- Handling or Disposal of Any Hazardous Material Encountered
- Permits, Bonds or Fees
- Additional Overdig Due to Encountering Unsuitable Material
- Well Points/Dewatering
- Rock Excavation
- Asphalt Removal/Repair/Restoration Beyond That Specified
- Additional Concrete Removal/Restoration Beyond That Specified
- Electrical Work, Conduit Installation
- Landscaping, Seed, Mulch, Tilling of Soil, Compost
- Layout and/or Repair of Secondary/Private Utilities (GPR)
- Winter Protection, Snow Plowing or Any Winter Conditions

Pricing: Total per Attached unit price list \$33,892.14

Option fiber installation.

- Installation of 1- 12 strand OM3 armored fiber optic cables from the basement of 449 to the attic space of the truck shop.
- Termination of OM3 fiber with LC pigtails
- Installation of 1 CCH-01u rack mounted housing at truck shop
- Installation of 1 WCH-02P housing at the new basement closet in 449.

- Testing and certification of fiber cable.

Pricing: Toal Per attached unit price list

\$4,596.75

Thank you for considering CNC for this project. If you have any questions regarding this Proposal, please feel free to contact me at 518-858-2779.

Sincerely,

Steve Rinkewich RCDD

Base Bid NYS Contract pricing

PT68776: NYS NET PRICING PAGES - Effective 7/1/22										
GROUP 77201 AWARD 23150 - Intelligent Facility and Security Systems and Solutions										
Contractor Name:		CNC Services of NY INC								
Lot Awarded:		Lot 2								
Region(s) Awarded:		Region 3	Region 4	Region 5	Region 6					
Job Site: 449 New Salem Road										
Project: Alb CO DPW										
Scope: Fiber optic cable placement										
Address: 449 New Salem Road										
Customer: Albany County DPW										
Date: 12/13/2024										
Lot	Schedule	Line No.	Mfg	Product/Model Number	Product Description	List Price / MSRP	Percentage Discount	NYS Net Price	Quantity	Extension
2	Equipment pricing	85513	Corning	012E8P-31131-29	12-Fiber FREEDM® One Cable Indoor/Outdoor Plenum SMF-28e+® 0.4/0.4/0.4 dB/km G.652.D Print in ft	\$ 1,251.69	12.00%	\$ 1,101.49	0.25	\$275.37
2	Equipment pricing	85665	Corning	012T8P-31180-29	12-Fiber FREEDM® One Cable Indoor/Outdoor Plenum 50um OM3 10GbE up to 300 m 2.8/1.0 dB/km 2000 MHz-km EMB Print in ft	\$ 3,000.96	12.00%	\$ 2,640.84	0.25	\$660.21
2	Equipment pricing	85666	Corning	012T8P-31180-A3	12-Fiber FREEDM® One Cable Indoor/Outdoor Plenum 50um OM3 10GbE up to 300 m 3.0/1.0 dB/km 2000 MHz-km EMB Print in ft Interlocking Armor with Outer Jacket	\$ 4,859.82	12.00%	\$ 4,276.64	0.00	\$0.00
2	Equipment pricing	87520	Corning	CCH-CS12-B3-P00RE	PIGTAILED CCH Pigtailed Cassette, 12 F, 4 MTR, 12 F/panel, LCAPC Duplex SM, Single Fiber, None Trays, No Lock	\$ 565.25	12.00%	\$ 497.42	2.00	\$994.84
2	Equipment pricing	87530	Corning	CCH-CS12-E4-P00TE	CCH SPL CASS, 12F, LC-DUP, OM3, 250UM	\$ 427.69	12.00%	\$ 376.37	2.00	\$752.73
2	Equipment pricing	87291	Corning	CCH-01U	CLOSET CONN HOUSING, 1U (F/2 PANELS)	\$ 260.22	12.00%	\$ 228.99	1.00	\$228.99
2	Equipment pricing	88275	Corning	WCH-02P	WCH FOR 2 CCH PANELS	\$ 107.49	12.00%	\$ 94.59	1.00	\$94.59
2	Equipment pricing									
2	Equipment pricing	59369	CommScope	760008888	1571A BLK C6 4/24 U/UTP R1000	\$ 526.82	15.00%	\$ 447.80	1.00	\$447.80
2	Equipment pricing	88513	Ditck	DTK-MRJP0ES	Single Channel 10GbE PoE Protector- Shielded RJ45 Connection	\$ 80.00	15.00%	\$ 68.00	8.00	\$544.00
2	Electrician/Electrical Installer							Materials		\$3,998.54
	Onsite Region 5									
	Entire Counties - Albany, Columbia, Fulton, Montgomery, Rensselaer, Schenectady, and Schoharie									
	Partial Counties - Greene: Portion of the County									
	North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.						Labor rate	\$139.84	40.00	\$5,593.60
	Otsego: Only the Towns of Decatur and Worcester.							Excavation/ Restoration		\$16,950.00
								Conduit install		\$7,350.00
								Total		\$33,892.14

PT68776: NYS NET PRICING PAGES - Effective 7/1/22										
GROUP 77201 AWARD 23150 - Intelligent Facility and Security Systems and Solutions										
Contractor Name:		CNC Services of NY INC								
Lot Awarded:		Lot 2								
Region(s) Awarded:		Region 3	Region 4	Region 5	Region 6					
Job Site: 449 New Salem Road										
Project: Alb CO DPW										
Scope: Fiber optic cable placement										
Address: 449 New Salem Road										
Albany County										
Customer: DPW										
Date: 12/13/2024										
Lot	Schedule	Line No.	Mfg	Product/Model Number	Product Description	List Price / MSRP	Percentage Discount	NYS Net Price	Quantity	Extension
2	Equipment pricing	85666	Corning	012T8P-31180-A3	12-Fiber FREEDM® One Cable Indoor/Outdoor Plenum 50um OM3 10GbE up to 300 m 3.0/1.0 dB/km 2000 MHz-km EMB Print in fl Interlocking Armor with Outer Jacket	\$ 4,859.82	12.00%	\$ 4,276.64	0.30	\$1,282.99
2	Equipment pricing	87530	Corning	CCH-CS12-E4-P00TE	CCH SPL CASS, 12F, LC-DUP, OM3, 250UM	\$ 427.69	12.00%	\$ 376.37	2	\$752.73
2	Equipment pricing	87291	Corning	CCH-01U	CLOSET CONN HOUSING, 1U (F/2 PANELS)	\$ 260.22	12.00%	\$ 228.99	1	\$228.99
2	Equipment pricing	88275	Corning	WCH-02P	WCH FOR 2 CCH PANELS	\$ 107.49	12.00%	\$ 94.59	1	\$94.59
2	Equipment pricing									
2	Electrician/Electrical Installer							Materials		\$2,359.31
Onsite Region 5										
Entire Counties - Albany, Columbia, Fulton, Montgomery, Rensselaer, Schenectady, and Schoharie										
Partial Counties - Greene: Portion of the County										
North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.										
Otsego: Only the Towns of Decatur and Worchester.										
							Labor rate	\$139.84	16.00	\$2,237.44
									Total	\$4,596.75