

Contract #: 2025-1133

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Sheriff's Office A3110

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: HMA Contracting Corporation

Estimated Amount: 78,480.60

Scope of Services: PARKING LOT

Budget Line Item: A93110.44071

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

DIGITAL SIGNATURE PAGE

Schedule A

1. RFB # 2025-091 Parking Lot Improvement Project
2. 7/15/2025
3. 78,480.60



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: Michael Monteleone
Executive Undersheriff

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 1, 2025

RE: RFB # 2025-091 Parking Lot

I am in receipt of your recommendation to award the aforementioned to HMA Contracting Corp in the amount of \$78,480.60.

As HMA Contracting Corp 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 SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff

RE: RFB – 2025-091 Parking Lot

DATE: July 31, 2025

We have solicited and reviewed the bid tabulation for the above referenced bid and have no objection with the selection of HMA Contracting Corporation, the lowest vendor to submit a bid.

RFB # 2025-091**Zielinski's****K&P Asphalt****Callanan****Delsignore**

<u>Item Description</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>
LUMP SUM BASE BID	\$87,750.00	\$71,905.00	\$112,875.00	\$90,884.21
10 % CONTINGENCY ALLOWANCE	\$8,775.00	\$7,190.50	\$11,287.50	\$9,088.42
TOTAL BASE BID	\$96,525.00	\$79,095.50	\$124,162.50	\$99,972.63

RFB # 2025-091**Bubonia****Carver****HMA**

<u>Item Description</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>
LUMP SUM BASE BID	\$111,900.00	\$89,249.09	\$71,346.00	
10 % CONTINGENCY ALLOWANCE	\$11,190.00	\$8,924.91	\$7,134.60	
TOTAL BASE BID	\$123,090.00	\$98,174.00	\$78,480.60	

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Parking Lot Improvement Project**
Bid Number: **2025-091**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

(g) Non Interruption of Work Agreement (Attachment "G")

(h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

HMA Contracting Corp
P.O. Box 151
Mechanicville, N.Y.
Phone: 518-664-1014

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

BID FORM

BID IDENTIFICATION:

Title: **Parking Lot Improvement Project**
Bid Number: **2025-091**

COMPANY: HMA Contracting Corp.
ADDRESS: P.O. Box 151
CITY, STATE, ZIP: Mechanicville, NY 12051
TEL. NO.: 518-664-1040
FAX NO.: None
* FEDERAL TAX ID NO.: _____

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

REPRESENTATIVE: Tom Schillingel
E-MAIL: T.Schillingel@HMAContracting.com
SIGNATURE AND TITLE: [Signature] PM/Estimator

DATE 7/15/2025

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Parking Lot Improvement Project**
Bid Number: **2025-091**

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work specifications. Contractor shall receive advance approval from the County prior to performing any additional work.

(a) LUMP SUM BASE BID: \$ 71,346.00

(b) 10 % CONTINGENCY ALLOWANCE: \$ 7134.60

TOTAL BASE BID (a) + (b):
(Base Bid + 10% Contingency Allowance) \$ 78,480.60

TF5
7/16/2025

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 32 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. City Albany
TRI-CENTRAL PARK 1.1 million
Bill TRUDEN, Engineer cmp 6/24/2025

2. NYSEG Half MOOT \$580,000
PARKING LOT cmp MAY 2025
contact CASEY LAMAY 518-365 4216

3. NISKAYUNA CSD
cmp 12/1/2024 4.6 million
TURKLE Construction CM

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

HMA Contracting Corp.
New York Corporation
535 Brickyard Road, P.O. Box 151
Mechanicville, NY 12118

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
Delaware Corporation
305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (---5%---)

PROJECT:

(Name, location or address, and Project number, if any)

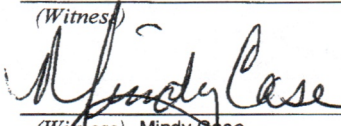
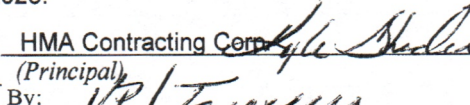
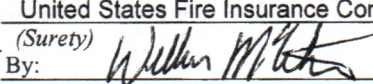
RFB #2025-091
Parking Lot Improvement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of July, 2025.

(Witness)  (Witness) Mindy Case	HMA Contracting Corp. (Principal) By:  (Seal) (Title) United States Fire Insurance Company (Surety) By:  (Seal) (Title) William McCartan, Attorney-in-Fact
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CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Individual Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came

_____ to me known and known to me to be the individual(s) who executed the foregoing instrument, and acknowledged that ___he___ executed same.

Notary Public

My commission expires _____

Limited Liability Company/Partnership Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came

_____ a member, manager or general partner of _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledges to me that he executed the same.

Notary Public

My commission expires _____

Corporate Acknowledgement

State of New York
County of Rensselaer

On this 14 day of July, 20 25, before me personally came Kyle Shadr to me known, who being by me duly sworn, did depose and say that he/she resides in Saratoga, NY that he/she is the VP/Treasurer of HMA Contracting Corp. the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

ERICH A HAUX
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA003420
Qualified in Warren County
Commission Expires Dec. 13, 2028

Erich A Haux
My commission expires 12/13/28 Notary Public

Surety Acknowledgement

State of New York
County of Albany

On this 10th day of July, 20 25, before me personally came William McCartan to me known, who being by me duly sworn, did depose and say that he/she resides in Albany, New York that he/she is the Attorney-in-Fact of the United States Fire Insurance Company, the corporation described in and which executed the foregoing instrument; that he/she knows the Seal of said corporation; that one of the Seals affixed to the foregoing instrument is such Seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

JACQUELINE L. PAPUZZA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PA6437151
Qualified in Albany County
Commission Expires August 1, 2026

Jacqueline L. Papuzza
My commission expires 8/1/26 Notary Public

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS	
Bonds (Amortized Value).....	1,483,775,036
Preferred Stocks (Market Value).....	157,980,976
Common Stocks (Market Value).....	2,852,736,803
Mortgage Loans (Market Value).....	1,174,287,654
Real Estate.....	95,552,039
Cash, Cash Equivalents, and Short Term Investments.....	536,934,786
Derivatives.....	48,305,898
Other Invested Assets.....	603,007,875
Investment Income Due and Accrued.....	30,714,918
Premiums and Considerations.....	591,050,781
Amounts Recoverable from Reinsurers.....	106,413,303
Funds Held by or Deposited with Reinsured Companies.....	230,146,645
Net Deferred Tax Asset.....	196,111,925
Electronic Data Processing Equipment.....	608,866
Receivables from Parent, Subsidiaries and Affiliates.....	36,228,378
Other Assets.....	132,241,510
TOTAL ASSETS.....	\$ 8,276,097,393

LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	3,105,311,065
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	119,842,499
Loss Adjustment Expenses.....	516,006,642
Commissions Payable, Contingent Commissions and Other Similar Charges.....	28,497,890
Other Expenses (Excluding Taxes, Licenses and Fees).....	106,484,629
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	30,351,557
Current Federal and Foreign Income Taxes.....	13,076,127
Unearned Premiums.....	1,159,871,296
Advance Premium.....	12,532,810
Ceded Reinsurance Premiums Payable.....	168,127,598
Funds Held by Company under Reinsurance Treaties.....	83,209,337
Amounts Withheld by Company for Account of Others.....	130,755,665
Provision for Reinsurance.....	1,356,147
Payable to Parent, Subsidiaries and Affiliates.....	55,190,326
Other Liabilities.....	48,837,986
TOTAL LIABILITIES.....	\$ 5,579,451,574

Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,502,074,940
Unassigned Funds (Surplus).....	1,175,790,879
Surplus as Regards Policyholders.....	2,696,645,819
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 8,276,097,393

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 12th day of March, 2025.
UNITED STATES FIRE INSURANCE COMPANY



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06724

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Christopher J. Knauf, Dawn J. Riley, Donna L. Sharpe, Guy T. Alonge III, Matthew P. D'Abate, Paul J. von Schenk,
Richard A. Conley, William L. Bergan, William McCartan, Jacqueline Papuzza

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of March, 2025.

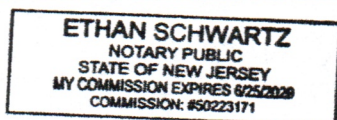


State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Rubin, President

On this 5th day of March, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of July 2025



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

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

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

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

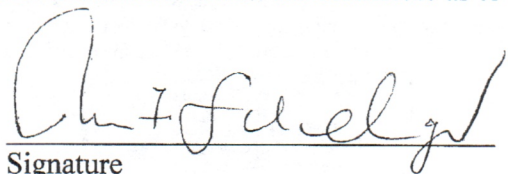
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

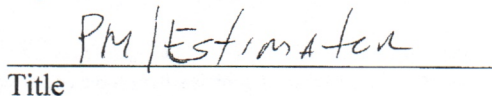
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

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

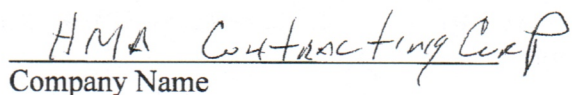
B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law,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



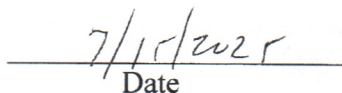
Signature



Title



Company Name



Date

X

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 Rensselaer) SS.:

On this 16th day of July, 20025, before me personally appeared Mike Hamel to me known, who, being by me sworn, did say that he resides at (give address) East Greenbush, NY; that he is the (give title) Owner of the (name of corporation) HMA Contracting Corp., 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.

ERICH A HAUX
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA0031920
Qualified in Warren County
Commission Expires Dec. 13, 2028

Notary Public, State of New York

Qualified in Warren County

Commission Expires 12/13/28

Erich Haux

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 HMA Contracting Corp.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1769401 b) DUNS # _____	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: _____		5. WEBSITE ADDRESS (if applicable) _____	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE P.O. Box 151 Mechanville, NY		7. TELEPHONE NUMBER 518-664-1014	8. FAX NUMBER _____
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above _____		10. TELEPHONE NUMBER _____	11. FAX NUMBER _____
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Michael J. Hannel Title President Telephone Number (518) 859-0452 Fax Number _____ e-mail mhannelehmaccontracting.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Mike Hannel	TITLE President	b) NAME _____	TITLE _____
c) NAME Kyle Shayer	TITLE VP	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	
HMA Paving & Contracting			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? 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 individual's 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:	
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 OR 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 AFFILIATES¹ :

☐ 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.

*

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

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.

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

Name of Business HMA Contracting
Address PO Box 151 12118
City, State, Zip Mechanicville, NY, ~~12118~~

Printed Name of Signatory Michael J. Hamel

Title President

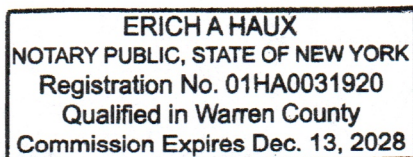
Sworn before me this 16 day of July, 2025;

etary Public

Erich Heurt

Erich Haux

Printed Name _____

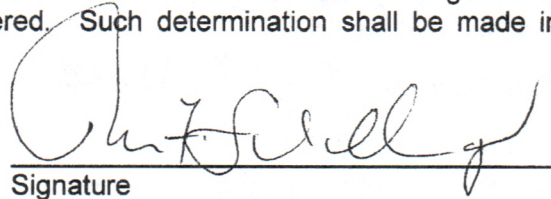


Signature_____

Date _____

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

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


Signature

PM/Estimator
Title

HMA Contracting Corp
Company Name

7/15/2012
Date

 Michael J. Horner
President

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

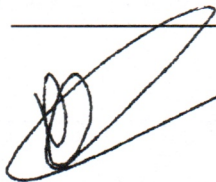
Name of Third Party Entity: _____

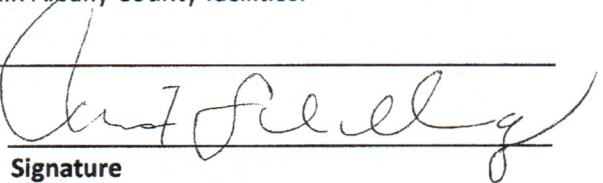
Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:


Michael J. Hannan
President


Signature

Thomas F. Schilling
Printed Name

PM/Estimator
Title

7/15/2020
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Ponche Dealership 2.1 million

60% comp.

Nutgrove Apts - Albany Housing

95% \$220,000

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Mike Hamel - President HMA
(518 664-1014)

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

_____ *UPON AWARD* _____

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

HMA Contracting Corporation
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: Backyard Road
Mechanicville, N.Y.

- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Mike Hamel - President

Kyle Shayea V.P.

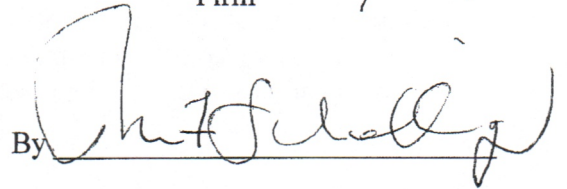
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ☒ No ☐.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Dated: 7/15/2020


Michael J. Harn

HMA Contracting Corporation
Firm

By 

Thomas F. Schillinger
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: Asphalt Paving 2025-091

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm:

By:

(Signature)

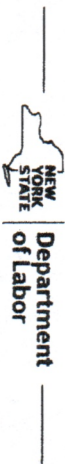
(Typed)

Title:

Date:

HMA Contracting Corporation
Thomas F. Shilling
PM/Estimator
7/15/2021

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

HMA Contracting Corp.

DBA: HMA Paving and Contracting

535 Brickyard Road

Schaghticoke, New York 12154

Phone Number: 5186641014

Registration Number: 24-63AVU-CR

Date of Issue: 2024-11-21

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon

Commissioner

New York State Department of

Labor



Client#: 13422

HMACON1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/09/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: Maureen A. Nicholas, CIC, CRIS	
	PHONE (A/C, No, Ext): 518 584-5300	FAX (A/C, No): 5185847306
	E-MAIL ADDRESS: MNicholas@amsureins.com	
INSURED HMA Contracting Corp 535 Brickyard Rd PO Box 151 Mechanicville, NY 12118	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Selective Insurance Company of New York	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC # 13730	

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

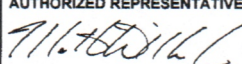
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		S2091451	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 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 ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY		S2091451	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		S2091451	01/01/2025	01/01/2026	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Installation		S2091451	01/01/2025	01/01/2026	\$1,200,000 Job Site
A	Leased/Rented Equipment		S2091451	01/01/2025	01/01/2026	Any One Item \$500,000 \$1,000,000 Total Aggr.

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

BID TITLE: Parking Lot Improvement Project RFB NUMBER: 2025-091

County of Albany is named as an additional insured with regard to general liability and auto on a primary/noncontributory basis when required by written contract and executed prior to a loss. Waiver of Subrogation in favor of additional insured applies to general liability and auto when required by written contract and executed prior to a loss.

CERTIFICATE HOLDER**CANCELLATION**

County of Albany Dept of General Services Purchasing Division 112 State St Room 1000 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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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

 DATE (MM/DD/YYYY)
7/09/2025

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Amsure		NAMED INSURED(S) HMA Contracting Corp	
POLICY NUMBER S2091451	EFFECTIVE DATE 01/01/2025	CARRIER Selective Insurance Company of New York	NAIC CODE 13730

ADDENDUM INFORMATION

CERTIFICATE NUMBER:

REVISION NUMBER:

A. Insurer

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☒ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: N/A
- ☐ Type of construction: N/A
- ☐ Building height: N/A
- ☐ Classifications [see attached declarations / endorsement]
- ☒ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
- ☒ Other: #: CG7988NY Title: Answers to D,E,F&M apply IF required in a written contract

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

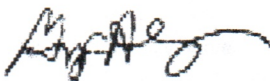
☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☒ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer

_____
AUTHORIZED REPRESENTATIVE SIGNATURE

7/09/2025

DATE (MM/DD/YYYY)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141769401
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007



SCAN TO VALIDATE
AND SUBSCRIBE

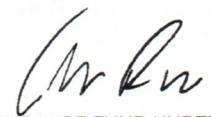
POLICYHOLDER HMA CONTRACTING CORP P.O. BOX 151 MECHANICVILLE NY 12118		CERTIFICATE HOLDER COUNTY OF ALBANY DEPT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE ST, RM 1000 ALBANY NY 12207	
POLICY NUMBER Z2060 423-7	CERTIFICATE NUMBER 589848	POLICY PERIOD 04/01/2025 TO 04/01/2026	DATE 7/09/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2060 423-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS. THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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

NEW YORK STATE INSURANCE FUND


 DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 499813159



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

HMA CONTRACTING CORP
535 BRICKYARD ROAD
MECHANICVILLE, NY 12118

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number or Social Security Number

141769401

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

County of Albany
Department of General Services Purchasing Division
112 Sate Street Room 1000
Albany NY 12207

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNy329455002

3c. Policy effective period

07-01-2025 to 06-30-2026

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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 NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 07-09-2025

By

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed 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 cancelled 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 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 NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) 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 employment as defined in this article, 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 the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) 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 employment as defined in this article and 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 the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



Signatory Contractor:

March 26, 2025

HMA Contracting Corp
535 Brickyard Rd
Schaghticoke, NY 12154

FEIN 14-145416

Effective Date of Signatory Status: [April 16, 2014]

Merit Apprenticeship Alliance NYSDOL Sponsor Code 51979

NYSDOL Trade Program Codes:

- Skilled Craft Laborer 18514
- Operating Engineer (Heavy Equipment) 18318
- Carpenter #12037
- Ironworker (Outside) 15221
- Cement Finisher/Cement Mason 11038

To Whom It May Concern,

Please be advised that the above noted contractor was accepted as a signatory employer per the effective date and is in good standing with the Merit Apprenticeship Alliance NYSDOL registered Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment), Cement Finisher and Ironworker apprenticeship program agreements.

The Merit Apprenticeship Alliance apprenticeship standards were reviewed, approved, and registered in accordance with NYS Labor Law, Art.23; § 811 and the NYS Department of Labor Part 601 regulations per the above noted dates. Pursuant to USDOL Title 29 CFR Part 29.13 (a) Recognition of State Apprenticeship Agencies, the New York State Apprenticeship Agency (SAA) is currently recognized by the United States Department of Labor (USDOL) and any apprentices registered in occupations officially recognized by the Department are recognized by the USDOL.

The Merit Apprenticeship Alliance Skilled Construction Laborer, Carpenter, Operating Engineer (heavy equipment) apprenticeship programs, respectively, are recognized as "Class A Apprenticeship Programs" as each program is currently registered with and approved by the U.S. Department of Labor, and the New York State Department of Labor state apprenticeship agency. PART 601 REGISTRATION OF APPRENTICESHIP PROGRAMS AND AGREEMENTS (Statutory authority: Labor Law, art.23; § 811.1) establishes procedures and standards for the approval and registration of Apprenticeship Programs and agreements.

EMPIRE STATE MERIT APPRENTICESHIP ALLIANCE, INC.

6320 Fly Road Suite 210A East Syracuse, NY 13057 315.440.8989

pmhazer@MeritAlliance.org www.MeritAlliance.org



For purposes of this section a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years.

The Alliance is committed to supporting apprentices to journey level status. Based on the calculation method defined by the NYSDOL [§ 601.8(b) and (c)] the Alliance graduation (completion) rates, as of November 15, 2024, are 63%, 63% and 47%, respectively for the Skilled Construction Laborer, Carpenter, Operating Engineer programs.

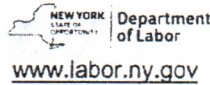
The Merit Apprenticeship Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory commit that they will support the diversified training so as to result in normal advancement of the apprentice; employ craft workers to ensure safe and quality worksite training at all times in full compliance with the apprentice journeymen standard ratios and prevailing wages in the respective state in which the work is performed; and, employ the apprentice in a manner that will not conflict with our approved apprenticeship standards.

The Alliance is truly dedicated to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations.

Authorized by: _____

Penelope M. Hazer, President

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision ☒

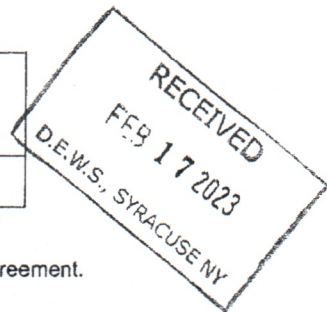
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	<u>51979</u>
ATP Code	<u>18-318</u>
Effective Date of AT Program	<u>11/02/2011</u>

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Operating Engineer (Heavy Equipment)
- No. Employees: 5 No. Apprentices: 6 No. Journeyworkers: 829 8. Ratio: 1:1,1:5
- DOT Code: 859.683-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard ☐ or Revised ☒
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☒	H ☒	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
1500	1500	1500							
18	19	20							



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Patricia M Ennis
Signature of Official Sponsor Representative

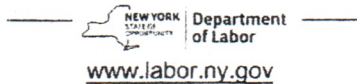
2-15-23
Date
- Patricia M Ennis HR Manager
Print Name, Title, and Union Name

2/23/23
Date
- [Signature]
Signature New York State Department of Labor

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision ☒

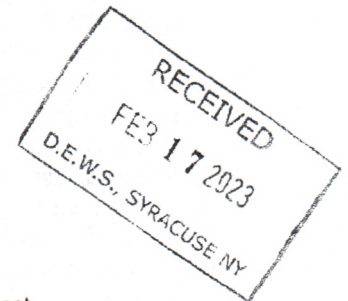
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	51979
ATP Code	11-038
Effective Date of AT Program	10/12/2017

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Cement Finisher/Cement Mason
- No. Employees: 5 No. Apprentices: 1 No. Journeyworkers: 146 8. Ratio: 1:1.1:4
- DOT Code: 844.364-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☒	H ☒	H ☒	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
1000	1000	1000	1500						
17	18	19	20						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Signature of Official Sponsor Representative: Patricia Mennis Date: 2-15-23
- Signature of Union Representative: _____ Date: _____

Print Name and Title: Patricia Mennis HR Manager

Print Name, Title, and Union Name: _____

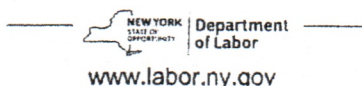
- Signature New York State Department of Labor: [Signature]

Date: 2/23/23

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision ☒

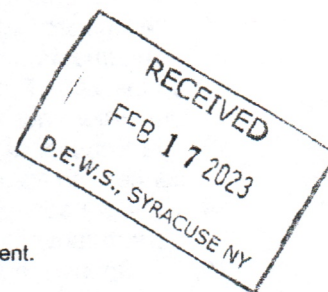
Nature of Change: Wage Revision

State Use Only	
AT Sponsor No.	51979
ATP Code	18-514
Effective Date of AT Program	10/16/2007

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Skilled Construction Craft Laborer
- No. Employees: 5 No. Apprentices: 20 No. Journeyworkers: 1,215 8. Ratio: 1:1,1:3
- DOT Code: 869.463-580 10. Length of Program: 24 months
- Apprentice Probationary Period: 6 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☒	H ☒	H ☒	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
1000	1000	1000	1000						
17	18	19	20						



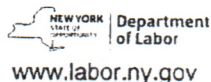
16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Signature of Official Sponsor Representative: Patricia M Ennis Date: 2-15-23
- Signature of Union Representative: _____ Date: _____
- Print Name and Title: Patricia M Ennis HR Manager
- Print Name, Title, and Union Name: _____
- Signature New York State Department of Labor: [Signature] Date: 2/23/23

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
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15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

WE ARE YOUR DOL



Apprentice Training Program Registration Agreement

Revision ☒

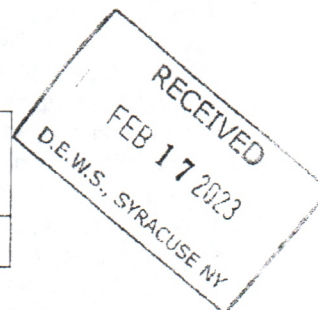
Nature of Change: Wage Revision - increase

State Use Only	
AT Sponsor No.	51979
ATP Code	15-221
Effective Date of AT Program	10/03/2017

- Name of Sponsor: Empire State Merit Apprenticeship Alliance
- Mailing Address: 6320 Fly Rd. Suite 210A E. Syracuse NY 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same as Above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Iron Worker (Outside)
- No. Employees: 5 No. Apprentices: 2 No. Journeyworkers: 241 8. Ratio: 1:1,1:4
- DOT Code: 801.361-014 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 22.00 per hour 14. Effective Date of Wages: 1/1/2023

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☒	H ☒	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
2000	2000	2000							
18	19	20							



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Patricia M. Emis 2-15-23
Signature of Official Sponsor Representative Date

Signature of Union Representative Date
- Patricia M. Emis HR Manager
Print Name and Title

Print Name, Title, and Union Name
- [Signature]
Signature New York State Department of Labor

2/23/23
Date

FEB 21 2023

Central Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

Contract #: 2025-1201

Contract Type: standard

Contract Action: new

Procurement Type:

Department: County Executive A1230

Date Submitted: 08/22/2025

Contact Person: [Stafanie Thomas]

Contact Phone: 518-447-7040

Vendor Info: Capital Region Workforce Develop Brd

Estimated Amount: 137500

Scope of Services: Job Readiness Training with Capital Region Workforce Development Board

Budget Line Item: A98020-44978-10000

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

August 22, 2025

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 renew an existing agreement with the Capital Region Workforce Development Board to provide comprehensive support and job readiness skills training to individuals who have been released from Albany County Correctional Facility and to participants of the Sheriffs Homeless Improvement Program (SHIP). In the amount of \$137,500 this will extend the agreement for one year with the option for an additional one-year extension thereafter.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

Daniel P. McCoy
Albany County Executive

Schedule A

Schedule A includes the following:

1. Scope of Services—Capital Region Workforce Development Board



Albany County ReEntry Workforce Development Initiative

Capital Region Workforce Development Board and Workforce Development System

The Capital Region Workforce Development Board (CRWDB) is the business-led entity charged by the federal USDOL Workforce Innovation & Opportunity Act (WIOA), serving Albany, Rensselaer, and Schenectady counties whose main focus is to conduct strategic planning, create policy, and provide oversight and accountability for workforce development activities in the Capital Region. The CRWDB is the central hub of the Capital Region Workforce Development One Stop System, which provides a network of dozens of organizations and programs providing employment development and training services to individuals and businesses. The CRWDB sponsors job training program services at the three regional One Stop Career Centers for adult, dislocated workers, and youth, including the Albany Career Center, co-operated by the City of Albany Department of Youth and Workforce Services and the NYS Department of Labor. The ultimate mission of the CRWDB is to ensure that individuals have the access and opportunity to enter family-sustaining career pathways.

Need for ReEntry Employment Services

Each year in the United States, over 600,000 individuals are released from jails and prisons. Of these formerly incarcerated individuals, studies show 60-75% remain unemployed up to a year after release. Employment can make a difference in the lives of these people, especially careers that pay good wages and provide advancement. In addition, multiple barriers, including drug dependency, serious illness, mental health issues, stable housing, limited transportation, and other hurdles make the transition even harder.

In Albany County, incarcerated individuals transitioning out of facilities are instrumental in the continued workforce and economic vitality of the County. Employment and steady income can provide purpose and stability to these individuals, ultimately bringing down rates of recidivism. Navigation of the support systems as well as intensive case management is the key to ensuring success to these individuals.

Albany County ReEntry Workforce Development Services Scope of Services

The Capital Region Workforce Development Board and Career Centers have extensive experience in providing workforce training and job placement services to adults and youth in the region including through our Career Center in Albany County. As WIOA Title I sub recipient for the City/County of Albany, our CRWDB-sponsored Career Center has extensive experience in providing these services to all Albany County residents. Through our partnership in the Career Center with the New York State Department of Labor, the Center currently provides core services helping individuals connected to the justice system gain a competitive edge in today's labor market.

Expanding on these core services, the Capital Region Workforce Development Board, through our Albany Comprehensive and Affiliate Career Centers (USDOL American Job Centers) proposes, using a person-centered planning model, to provide dedicated staff to serve as ReEntry Workforce Development Navigators/Case Managers for Albany County individuals transitioning from the Albany County Jail and residents from other facilities.

Services to be provided to ReEntry Individuals will include:

- Job search planning
- Customized labor market information
- Resume development
- Career counseling
- Developing interview skills
- Customized Career Readiness Online Learning Management System (LMS) through our partners at Metrix Learning (see attached)
- Navigational referral to other agencies that provide supportive services such as mental health, occupational health, transportation, housing assistance, food security, and other wraparound services that will remove barriers for successful employment
- Individualized job development services while advocating on behalf of ReEntry Individuals with businesses in the County and Region and promoting incentives with businesses for hiring, including the Federal Bonding Program
- Personalized case management during job searching and post-job placement retention services

These services will be individually based on the needs of the ReEntry Individual and will be customized as part of an Individual Employment Plan (IEP) and Integrated Resource Team (IRT) with other organizations.



www.metrixlearning.com

Background

Metrix Learning, is part of the Certus portfolio of online training providers. (www.certus.com) We are workforce solutions company headquartered in Orlando, Florida. For over 20 years, Metrix Learning has leveraged the power of technology to design and enhance training programs for state and not-for-profit agencies across the country.

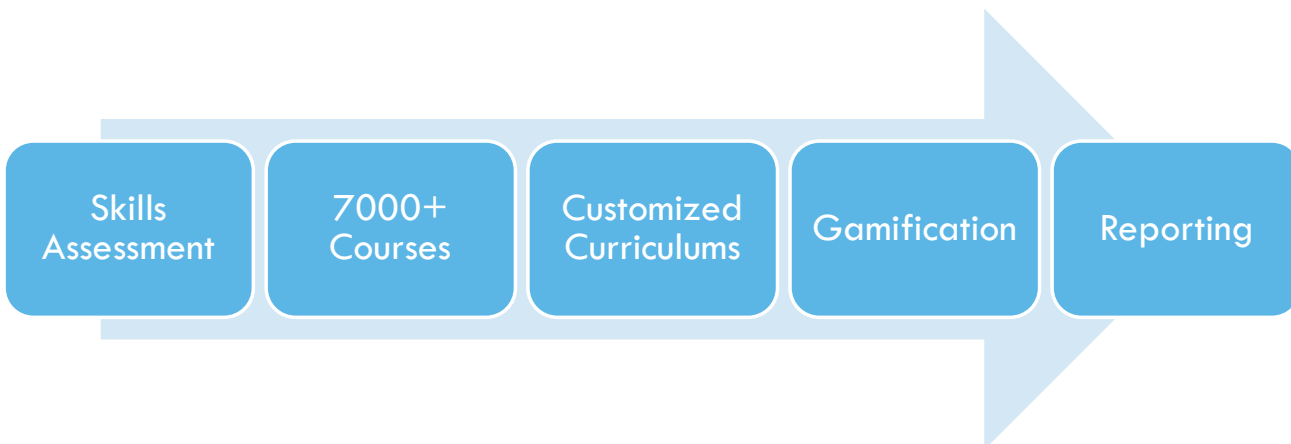
Since 2008, Metrix Learning's web-based Learning Management System (LMS) has been used to meet the virtual career service needs of Workforce Development Boards, libraries, businesses, and colleges. Featuring learning content from the world's leading training providers, Metrix Learning offers comprehensive and impactful skills training, certification preparation, and assessments. Seventeen states are currently using Metrix Learning to help their workforce populations update their skills and improve employment prospects. Over 700,000 job seekers have successfully used Metrix to update their job skills to gain employment. Populations served include youth, public assistance, adult, underemployed, NFJP, SNAP/TANF and others.

The Metrix Learning technology platform will be customized for Albany County Jail to provide training for cohorts throughout the year.

Learning Management System Features

- **Career Pathways**
 - 10 industries, 200+ occupations mapped with skills, courses, and remediation
- **300+ Skill Tracks**
 - Earn digital badges in topics like customer service and communication skills
- **Certification Training**
 - 100+ certification preparation tracks for CompTIA, Microsoft, Project Management, etc.
- **7,000+ Courses** – (English and Spanish)
 - Extensive catalog from Skillsoft, the world's leader in e-learning courses
- **Reporting**
 - Track course activity, training hours, completions, and logins
- **Populations Served**
 - Use with adults, youth, public assistance, veterans, and more
- **Job Seeker Tools**
 - Integrated job search through your local site

MULTI-FACTED APPROACH



Skills Assessments

Over 1,000 skills assessments that can be used for screening candidates. Assessments are typically between 30 to 50 multiple-choice questions on a specific subject or skill area.

Topics included:

- ✓ Administrative
- ✓ Call Center/Customer Service
- ✓ Healthcare
- ✓ Industrial/Warehouse
- ✓ IT/Technical
- ✓ Legal

Leadership, Business, and Technology

7,000+ courses and training for dozens of industry-recognized certifications. Courses cover entry-level work-readiness and digital skills, applicable across industries. Learn how to use a multitude of software and apps.

Topics included:

- ✓ Business Operations
- ✓ Data Analytics
- ✓ Diversity, Equity, and Inclusion
- ✓ Information Technology
- ✓ Management
- ✓ Professional Development

Skilled Trades

Over 900 courses designed to prepare individuals for manufacturing and skilled trades occupations. Courses range from foundational skills like basic math and safety to advanced manufacturing skills like machining.

Topics included:

- ✓ Air Conditioning and Refrigeration
- ✓ Electrical Systems
- ✓ Machine Shop Practices
- ✓ Mechanical Systems
- ✓ Process Control Systems
- ✓ Welding

Gamification

Learn through quick, 5-minute games, and earn points by answering quizzes. Cohorts can have fun competing and comparing their rankings in the leaderboard. Games are accessible via mobile app or computer.

Topics included:

- ✓ Communication Skills
- ✓ Customer Service/Hospitality
- ✓ Digital Literacy
- ✓ Financial Literacy
- ✓ Workplace Skills
- ✓ Job Search/Interviewing

Track Name	Course Options (choose some or all)	Time in Minutes
Construction Manufacturing 	Forklift Safety	23
	Flagging Safety	77
	Introduction to Carpentry	60
	Electrical Safety	30
	Welding Principles	60
	Heating System Basics	60
	Reading Blueprints	60
	Introduction to OSHA	51
Track Name	Course Options (choose some or all)	Time in Minutes
CDL Foundation 	Defensive Driving 2.0	16
	Defensive driving: Truck safety	81
	Driving safely, Driver smarter	49
	Distracted Driving 2.0	19
	Safe Backing of Tractor-Trailers	26
	Safe Vehicle Backing	27
	Emergency situations while driving	26
	Flatbed cargo securement	23
	Hazardous Weather Driving for Commercial Vehicle Operators	36
Track Name	Course Options (choose some or all)	Time in Minutes
Information Technology 	Getting Started in Windows 11	47
	Using the Universal Apps in Windows 11	40
	Accessing and Managing Files in Windows 11	37
	Configuring System Properties in Windows 11	36
	Organizing & Searching for Files in Windows 11	32
	Exploring the Productivity Tools in Windows 11	41
	Managing Programs & File Types in Windows 11	29
	Protecting & Backing up Data in Windows 11	41
	Configuring & Optimizing a System in Windows 11	42
	Exploring the Accessibility Tools in Windows 11	30
	Managing User Accounts in Windows 11	28

Track Name	Course Options (choose some or all)	Time in Minutes	Course Options (choose some or all)	Time in Minutes
Top Employability Skills 	The Art and Science of Communication	21	Earning and Offering Trust at Work	30
	Using Active Listening in Workplace Situations	34	Acting with Diplomacy and Tact	36
	Trust Building through Effective Communication	28	Being an Effective Team Member	30
	How to Manage Difficult Conversations	29	Managing Pressure and Stress	60
	Trust Building through Effective Communication	28	Confronting Workplace Conflict	30
	Learning from Failure and Success	22	Establishing Self-confidence for Life	23
	Interacting with Customers	30	Rapport Building in Customer Service	28

GAMIFICATION LEARNING

- Learn through short, 5-minute games and earn points by answering quizzes.
- Cohorts enjoy competing and comparing their rankings on the leaderboard.
- 150 mobile games available in both English and Spanish.
- Games are accessible via mobile app **or** computer.

Examples:

Financial Literacy

- Paychecks
- Saving & Budgeting
- Credit Card Interest
- FICO Scores
- Balancing Checkbooks
- Scams
- Loans
- Taxes

Job Readiness

- Etiquette 101
- Resume ready
- Top Interviewing Tips
- Virtual Interview Prep
- Top 5 Questions to Ask
- Behavioral Interviews



Cost Proposal Budget

For time period of July 1, 2024 through June 30, 2025

Category	Budget Narrative	Budget Amount
Staffing and Outreach Costs (Salaries, Fringe, related facility costs, staff travel, outreach and recruitment costs)	For program duties including outreach and recruitment, enrollment, assessment, counseling, placement in training and jobs, service navigation, case management, business outreach. A case manager (0.5 FTE) and employment training specialist (0.5 FTE) or full time workforce advisor (1 FTE) will lead this project and provide the necessary elements.	\$81,000
Metrix Learning Online Career Readiness Learning Management System	Online Job Readiness Learning Management System (LMS) customized to Albany County using a multifaceted approach to include skills assessments, career pathway tracks, and access to 7000+ courses	\$5,000
Assessment Tools/Classroom Training/Supplies	Connect ReEntry Individuals to comprehensive and customized occupational training and will include literacy, job-specific skills, professional credentials, business-relevant computer literacy, high-tech and job preparation workforce services. Using eligible training providers and partners this will allow participants to earn industry-recognized credentials to improve their employability and retention in family-sustaining careers.	\$19,000
Supportive Wraparound Services	(a) Linkages to community services; (b) Assistance with transportation; (c) Assistance with child care and dependent care; (d) Assistance with housing; (e) Needs-related payments; (f) Assistance with educational testing; (g) Reasonable accommodations for individuals with disabilities; (h) Legal aid services; (i) Referrals to health care; (j) Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear; (k) Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes; (l) Payments and fees for employment and training-related applications, tests, and certifications.	\$20,000
Administration (10%)	Administration/Oversight	\$12,500
Total Costs		\$137,500

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

Contract #: 2025-1213

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Executive A1230

Date Submitted: 08/26/2025

Contact Person: [Joshua Beams]

Contact Phone: 518-447-7040

Vendor Info: Ecc Technologies, Inc.

Estimated Amount: 79001

Scope of Services: Broadband Consulting with ECC Technologies

Budget Line Item: A98020-44976-10000

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

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-1213

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and ECC TECHNOLOGIES, INC., having an address at 2136 Five Mile Line Road Penfield, NY 14526 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with the expansion of broadband internet access within the County of Albany; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning September 1, 2025 and ending December 31, 2025.

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 79001. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

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

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for 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 a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. WAGE AND HOUR PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. 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

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local

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

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The 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.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Schedule A

- 1) ECC Scope and Budget
- 2) RFP#2025-023
- 3) Concurrence Memo RFP 2025-023

Section IV: Plan Implementation/Scope of Services

ECC will focus on planning and collaboration with local stakeholders, provide quality assurances in process, ongoing support and community engagement to ensure the successful deployment of broadband services to underserved and unserved communities in Albany County, NY.

Project Planning and Coordination

ECC will oversee all aspects of the Project Management Team (PMT) responsibilities, including preparation, participation, and follow-up to the ConnectAll Office (CAO), Albany County and the grantee ISPs to the project. To begin, ECC would initially meet with the Project Management Team (PMT) and participate in additional meetings with others as needed to devise a reporting system, including a master plan and schedule which complies with the CAO requirements. It is anticipated that the PMT will meet weekly/biweekly by video conference call with the CAO during the project's build. ECC has strong connections with the CAO, which will play a prominent role in coordinating the teams' efforts through the entire length of the project.

As ECC has provided this service for current clients, we are knowledgeable of the State's expectations and will create a budget tracking system that will include all invoices, the status of payments to vendors, and reimbursement of funds from NYS Empire State Development. ECC will also alert the team when budget lines and/or change requests need to be made to address unforeseen adjustments in project expenditures.

ECC will also participate in regular follow-up calls/meetings with the county, any consultants and ISP staff, overseeing bid documents, evaluating bids and construction management/oversight. This will include preparing monthly progress reports to track project milestones, action items and deliverables.

Overall, ECC's Principal in Charge will ensure all members of the PMT and Albany County are engaged throughout the entire project to meet the goal of building the network by the end of 2026.

Shown in the table below is a projected timeline for each task. As part of Project Management, ECC will oversee the ISPs for tasks listed below to ensure they meet the county's specifications and provide regular updates to the PMT on the progress of each task. If for any reason the ISPs are unable to take on any of these tasks, ECC is willing to step in and assume responsibility for them at a negotiated rate.

ECC Proposed Timeline - Albany County									
Tasks	Participants Needed	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027
Design & Engineering	ISP								
Submit Pole Applications	ISP								
Place Material Orders	ISP								

Make Ready Surveys	ISP								
Make Ready Approvals	ISP								
Make Ready Construction	ISP								
Fiber Construction	ISP								
Field Verification	ECC OSP								
Final Report	ECC/County								

Network Design and Engineering

As the grantee will be required to design and engineer their own networks, we see ECC's role as limited in the design aspects. ECC will monitor each ISP's design solutions and time frames for building each network and its completion. ECC will review with each ISP's design engineer their data from field surveys or desktop survey, make ready, construction, splicing, and building entrance costs, created design drawing documents and construction time requirements. Upon Albany County's receipt of client contract, the design engineer should prepare preliminary make ready drawings, arrange for utility ride out, prepare final design package in preparation for construction engineering. ECC will monitor the ISP's progress.

ISP and the Construction engineering is responsible for executing the design build package created by the design engineer. Management of the oversight and reporting will be split between ECC and the ISP. The construction engineer grantee, will coordinate make ready efforts with the utilities, manage and coordinate construction contractor resources, arrange for placement, termination and splicing, testing, and labeling of the optical fiber. The construction engineer will be responsible for updating As-built drawings in the Albany County database. Finally, construction engineering will be responsible for ongoing maintenance of the fiber assets. Actual construction and physical maintenance will be performed and billed separately by a sub-contractor.

Permitting and Environmental Considerations

ECC's role involves coordinating with each ISP to obtain the necessary permits required for construction. ECC can provide resources, as appropriate, to facilitate the required environmental permits. If an ISP requires assistance with engineering easements, design pole attachments, or undertaking underground work, ECC can offer support. However, if environmental assessments are specific to a project, the associated expenses must be covered by the appropriate ISP or the County of Albany.

Construction and Installation

ECC will provide a field verification audit to ensure that the network is built to the specifications noted in the contract between each ISP and Albany County, as well as confirm that an internet service is available to all addresses included in the project. ECC has in-house Outside Plant (OSP) engineers that are Registered Communications Distribution Designer (RCDD) certifications that will physically verify the network and provide pictures to verify that the broadband network is built according to specifications and customer hookups are in place. The field audits will be done as the ISP finishes segments of their network and ECC will provide written updates to the County on the ISPs' progress.

Network Testing

ACCEPTANCE TESTING

ECC recommends and will oversee that the grantees be required to splice and test their network build with industry-accepted fusion splicing equipment, except to the extent Grantor performs temporary fiber restoration under emergency circumstances. Construction partners and the ISP's will be responsible to ensure at a minimum test listed below are completed.

For any fiber delivery or restoration or splicing following Acceptance Date, Grantee shall perform tests and deliver a completed System Acceptance Notice in the form of an exhibit like items noted below.

End-to-End Optical Power Tests

Total optical attenuation of the span from demarcation to demarcation shall be measured using a light source and power meter at both 1310nm and 1550nm wavelengths. These tests shall be conducted twice per fiber per wavelength; once with the power source at location "A" and the power meter at location "Z" for each wavelength and a second time with the power source at location "Z" and the power meter at location "A" for each wavelength. Results shall be recorded and delivered as part of the System Acceptance Notice.

End-to-End OTDR Tests

Each span shall be measured bi-directionally at 1310nm and 1550nm wavelengths with an Optical Time Domain Reflectometer (OTDR) capable of adequate long range and high-resolution testing. These tests shall be conducted twice per fiber per wavelength; once with the OTDR at location "A" and then with the OTDR at location "Z". Adequate launch fiber shall be used to ensure the entire span is captured and readable on the OTDR trace. Both beginning and ending demarcation connectors must be visible in the trace.

OTDR trace files must be labeled with span, fiber and direction indicators in the file name. Direction of the trace shall be indicated using "A" to "Z" identifiers where "A" and "Z" are replaced with the node name and/or address. Results shall be recorded and delivered as part of the System Acceptance Notice.

Individual Splice Tests

All splices shall be tested to ensure compliance with established standards. Splice testing shall be accomplished bi-directionally at 1310nm and 1550nm wavelengths using an Optical Time Domain Reflectometer (OTDR) capable of adequate long range and high-resolution testing. These tests shall be conducted twice per wavelength from either side of the splice. Adequate launch fiber shall be used when measuring splices close to the OTDR launch end of the fiber. Results shall be recorded and delivered as part of the System Acceptance Notice.

If one or both demarcation points are not on a connectorized fiber panel, then ISP shall use commercially reasonable efforts to perform testing during splicing. In such circumstances, ECC shall monitor ISP fiber test between connectorized fiber panels.



Reporting and Documentation

ECC will serve as the point of contact for the reimbursement process throughout the project. We will work with the County, their consultants, and the ISPs to ensure that the project remains coordinated, on time, and on budget. Having performed this service for current clients, we are knowledgeable of broadband project expenditures from pole application fees to Make Ready engineering and construction to state and local permitting and fiber optic design and construction.

ECC will participate in regular, follow-up calls/meetings with the PMT overseeing bid documents, evaluating bids and construction management/oversight. This will include preparing monthly progress reports to track project milestones, action items and deliverables. ECC will create a budget tracking system that will include all invoices, verification of the items purchased and/or work completed, recommendations to the County Administration for payments, and the status of payments to vendors. ECC will also alert the team when budget lines and/or change requests need to be made to address unforeseen adjustments in project expenditure.

ECC will prepare a final report for the County at the conclusion of the project. This report will include an overview of all the work completed by each ISP, as well as verification that addresses included in the project are able to receive service within 10 days of requesting internet service. Additionally, the report will include the final budget showing expenditures for each task performed by the ISP and its contractors.

Community Engagement and Outreach

ECC, representing as Albany Broadband Project Manager, will spearhead the county's public interface initiatives, driving a public participation strategy. This strategy will be crafted with input from contractors, internet service providers, and county stakeholders. As alluded to in the previous paragraph this approach will be comprehensive and inclusive. This strategy will focus on effective marketing of informational materials about new service options and routes making sure citizens are well-informed and engaged on how to access these services at their completion.

ECC Technologies intends to develop a hosted website that includes regularly updated materials for the county featuring project updates, FAQs, and a mechanism for potential customers to understand when they may be able to obtain service, as well as community feedback. Driving the public facing site will be a comprehensive planning dashboard that tracks milestones for the County.

The ECC Technologies GIS Dashboard is a powerful and adaptable solution designed to facilitate infrastructure planning, project management, and data-driven decision-making. By integrating dynamic mapping, real-time analytics, and multi-agency collaboration tools, the platform provides users with the ability to streamline project workflows, assess economic and demographic conditions, and optimize infrastructure investments.

Interactive Map Interface:

The ECC Technologies GIS Dashboard features a user-friendly, interactive GIS platform that visualizes infrastructure, demographics, and economic indicators through dynamic mapping tools. This allows users to:

- Navigate infrastructure projects and service areas through an intuitive, layer-based mapping system.
- Access real-time data updates to make informed decisions on planning and resource allocation.
- Utilize customizable map views to focus on specific project needs, such as broadband expansion, zoning regulations, or economic development.

Customizable Data Layers:

The dashboard integrates a comprehensive set of customizable data layers, providing insights into key sectors that impact infrastructure development and investment.

Each data layer is customizable and can be tailored to specific projects, ensuring that decision-makers have the right information to drive effective planning and policy development.

Pre-Planning and Project Management Tools:

The dashboard includes advanced project planning and management capabilities, allowing stakeholders to:

- Conduct feasibility analysis to evaluate infrastructure project viability and cost-effectiveness.
- Automate permit tracking and regulatory compliance management, ensuring smooth project execution.
- Monitor real-time construction progress with predictive timeline projections for better resource allocation.
- Facilitate multi-agency collaboration, allowing for seamless coordination across government entities, private stakeholders, and infrastructure developers.

These tools enable efficient project oversight, streamlined workflows, and data-driven decision-making, reducing project delays and optimizing investments.

Advanced Analytics & Reporting:

To support data-driven infrastructure decision-making, the GIS Dashboard includes sophisticated analytics and reporting tools, such as:

- Predictive modeling to assess infrastructure impact and optimize project planning.
- Scenario analysis for budget forecasting, investment planning, and risk assessment.
- Custom dashboards with key performance indicator (KPI) tracking, tailored to specific user needs.

These features allow users to visualize trends, predict future demands, and optimize resource allocation, improving the efficiency and effectiveness of infrastructure projects.

Integration Capabilities:

The dashboard is designed to integrate seamlessly with existing GIS and enterprise systems, ensuring flexibility and real-time data access. Key integration features include:

- API connectivity for effortless data exchange with existing GIS platforms, ERP systems, and project management tools.
- Cloud-based architecture, providing real-time updates, data synchronization, and secure access from any device.
- Mobile compatibility, allowing for field data collection, on-site project adjustments, and real-time collaboration from remote locations.

These integration capabilities make the GIS Dashboard a highly adaptable solution for agencies, utility providers, and businesses looking to enhance their infrastructure planning efforts.

Data-Driven Infrastructure Planning

The ECC Technologies GIS Dashboard delivers powerful analytical tools, visualization capabilities, and real-time project management features, equipping decision-makers with the insights needed to:

- Enhance strategic planning through geospatial intelligence.
- Streamline project execution with real-time data tracking and reporting.
- Improve collaboration across agencies, businesses, and stakeholders.
- Optimize resource allocation for infrastructure investments.

By leveraging the dashboard, Albany County can revolutionize infrastructure planning, reduce project risks, and drive smarter, data-informed decision-making.

Additionally, if the County chooses, we can also establish and manage social media accounts on platforms like Facebook, Twitter/X, and LinkedIn. These channels will serve as vital touchpoints for community engagement, offering real-time updates and behind-the-scenes content. Social media campaigns will highlight key milestones, share success stories, and promote the advantages of the network, fostering a sense of community involvement and pride.

Furthermore, throughout the contract period, ECC Technologies will roll out the public participation plan, maintaining a dynamic and responsive approach to community engagement. The implementation will be fluid, adapting to the needs and feedback from the public to foster a sense of ownership and participation.

Regular updates to the County Board of Supervisors will be a priority, delivered in both written reports and presentations. These updates will provide transparent progress insights, keeping the stakeholders informed.

Secondary Consultant Services available

Make Ready management via a dashboard that will track all Make Ready (MR) and Fiber Construction work throughout the duration of the project. The site will feature details on each pole along the selected route and will include MR work that needs to be completed, as well as show progress on the MR work. This service is generally provided by the ISP but available from ECC if not.

In addition, we understand the importance of two-way communication. Our team can implement features such as online surveys and feedback sections to capture community feedback. This interactive approach not only keeps the public informed but also fosters a sense of involvement and collaboration, ensuring that residents feel heard throughout the project's progression.

These secondary consultant services are not included in the Proposed Fees in Section V. If Albany County is interested in these services, we will supply proposed fees.

Section V: Proposed Fees

ECC is proposing the following fees for the items listed in the Scope of Work, equaling a total of 21 months, until December 31, 2026. In the table below, for tasks listed by mileage, the estimated amount is 100 miles.

Task	Rates	Amount
Project Planning & Coordination	\$245/hour	\$ 113,190.00
Network Design & Engineering	\$220/hour	\$ 28,000
Permitting and Environmental Considerations	\$215/hour	\$ 6,450.00
Construction and Installation	\$2,421/mile	\$ 290,520.00
Network Testing and Quality Assurance	\$200/hour	\$ 18,000.00
Reporting and Documentation	\$245/hour	\$ 77,175.00
Community Engagement and Outreach	\$200/hour	\$ 12,000.00
Grand Total		\$ \$545,335

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ECONOMIC DEVELOPMENT, CONSERVATION, AND PLANNING



RFP# 2025-023

ALBANY COUNTY BROADBAND IMPLEMENTATION TECHNICAL ASSISTANCE

**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: Albany County Broadband Implementation Technical Assistance
RFP NUMBER: 2025-023

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ Yes / ☐ No

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

Fax Number: _____ E-Mail _____

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

NON-PROPOSER RESPONSE

RFP #2025-023

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #--2025-023**

Sealed Proposals for **Albany County Broadband Implementation Technical Assistance** as requested by Economic Development, Conservation, and Planning will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, March 14, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, February 20, 2025.

Pamela O Neill
Purchasing Agent

Dated: **February 14, 2025**
Albany, New York

PUBLISH ONE DAY – **Thursday, February 20, 2025** -- THE EVANGELIST
PUBLISH ONE DAY – **Thursday, February 20, 2025** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
Albany County Broadband Implementation Technical Assistance
Economic Development, Conservation, and Planning
RFP #2025-023

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for consulting services including technical assistance for the implementation of the Albany County/ConnectALL Broadband Project as requested by the Albany County Economic Development, Conservation, and Planning Department.
- 1.2 Provide consulting and technical assistance services to assist in the implementation of the Albany County/ConnectALL Broadband project.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, March 14, 2025**, at the following address:

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

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany county also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Office of the Albany County Executive, and the Economic Development, Conservation, and Planning Department.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with providing consulting and technical assistance services to assist in the implementation of a broadband installation project to over 1000 addresses.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 This section outlines the major tasks and responsibilities that the contractor will undertake to ensure the successful deployment of broadband services to underserved and unserved communities in Albany County, NY. It emphasizes a focus on planning, collaboration with local stakeholders, quality assurance, ongoing support, and community engagement.

4.2 Project Planning and Coordination

- 4.2.1 Coordinate with county officials, local stakeholders, and other relevant agencies to ensure alignment with community needs, regulatory requirements, and local policies.
- 4.2.2 Develop a detailed project timeline that includes milestones for the design, construction, testing, and operational phases.
- 4.2.3 Facilitate regular communication and project updates with Albany County officials and other key stakeholders.

4.3 Network Design and Engineering

- 4.3.1 Collaborate closely with Internet Service Providers (ISP) to provide a detailed network design that ensures reliable, scalable, and high-performance broadband coverage for underserved and unserved areas.
- 4.3.2 Work with ISPs to create a robust broadband network plan, incorporating industry best practices and compliance with relevant local, state, and federal regulations.

4.4 Permitting and Environmental Considerations

- 4.4.1 If necessary conduct environmental assessments to ensure that the project complies with local, state, and federal environmental regulations.
- 4.4.2 If necessary, provide recommendations for addressing any environmental challenges that may arise during construction.

4.5 Construction and Installation

- 4.5.1 Oversee the construction and deployment of the broadband infrastructure, including fiber optic installation, or other necessary components.
- 4.5.2 Perform site assessments and surveys to identify and resolve potential obstacles during the construction phase.

- 4.5.3 Ensure that all installations comply with applicable safety standards and building codes.
- 4.6 Network Testing and Quality Assurance
 - 4.6.1 Conduct rigorous testing of the broadband network to ensure it meets the performance and reliability standards as defined in the project specifications.
 - 4.6.2 Perform end-to-end testing of the network, including speed, latency, uptime, and overall user experience.
 - 4.6.3 Provide detailed documentation of testing results and implement corrective actions if necessary.
- 4.7 Reporting and Documentation
 - 4.7.1 Provide regular project progress reports to Albany County, including updates on milestones, budget tracking, and any potential delays or challenges.
 - 4.7.2 Submit a final project completion report detailing the network's specifications, capabilities, and performance metrics.
 - 4.7.3 Provide all necessary documentation related to network design, testing, and compliance.
- 4.8 Community Engagement and Outreach
 - 4.8.1 Support Albany County in conducting community outreach efforts to inform residents, businesses, and other stakeholders about the upcoming broadband service, installation schedule, and benefits.
 - 4.8.2 Develop and distribute informational materials about broadband service options, installation procedures, and how to access support services.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be from date of award to December 31, 2026.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for

rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Economic Development, Conservation, and Planning Department. Proposals shall be evaluated based upon the following:

CRITERIA	WEIGHT
Section II Qualifications and Experience	20%
Section III References	10%
Section IV Plan Implementation	30%
Section V Cost Proposal	40%

8.3 Proposals will be examined and evaluated by the Office of the County Executive, and the Economic Development, Conservation, and Planning Department with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

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

SECTION 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

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

Telephone: (518) 447-7140

Facsimile: (518) 447-5588

Email: pamela.oneill@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

(a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or

disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

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

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

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

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

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

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

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: SECTION NOT IN USE

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.

21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to

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

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

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

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

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

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

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

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Albany County Broadband Implementation Technical Assistance

RFP Number: 2025-023

THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

Phone: _____
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **Albany County Broadband Implementation Technical Assistance**
RFP Number: **2025-023**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ **Month** _____ **Year** _____

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Contract Type/Number:_____ Project Cost:_____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?



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: Joshua Beams
Sr. Policy Analyst

FROM: Pamela O Neill *Pamela Kac*
Purchasing Agent

DATE: August 27, 2025

RE: RFP#2025-023, Albany County Broadband Implementation Technical Assistance

I am in receipt of your recommendation to award the aforementioned to ECC Technologies in the amount of \$79,001.00.

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 ECC Technologies

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

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

Contract #: 2025-1035

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Public Works Administration D5010

Date Submitted: 07/31/2025

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Mohawk Chevrolet

Estimated Amount: 36066.21

Scope of Services: Purchase of 2025 Chevrolet Blazer

Budget Line Item: HHTK

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

DIGITAL SIGNATURE PAGE

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: August 1, 2025

Re: Purchase of Vehicle (Chevy Blazer)
CAB2025-1035
RFQ#2025-126

The Department of Public Works respectfully recommends the purchase of a Chevrolet Blazer from Mohawk Chevrolet to supplement the department's vehicle fleet. This addition will improve operational efficiency across multiple service areas.

The current 2018 Ford Fusion Hybrid, previously transferred from the Department of General Services (DGS), will be reassigned to a cleaning services employee for the Department of Public Works, Mental Health 911Call Center, Parks & Recreation, Rail Trail facilities, and 112 State Street.

The Albany County Purchasing Agent received five (5) quotes for RFQ2025-126. Mohawk Chevrolet submitted the lowest bid at \$36,066.21. The Department will utilize funds from the 2025 Vehicle and Truck Replacement Capital Budget to finance this purchase.

Should the Board have any questions or require additional information, please do not hesitate to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Scott Duncan
Deputy Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 1, 2025

RE: RFQ-2025-126 Chevrolet Blazer vehicle purchase

I am in receipt of your recommendation to award the aforementioned to Mohawk Chevrolet in the amount of \$36,066.21.

As Mohawk Chevrolet 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.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Scott Duncan, Deputy Commissioner

Date: July 31, 2025

RE: RFQ2025-126 2025 Chevrolet Blazer

DPW reviewed five (5) vendors who bid on RFQ2025-126 (2025 Chevrolet Blazer). I would like to recommend the lowest bidder, Mohawk Honda, for a total of \$36,066.21.

This vehicle will replace a 2018 Ford Fusion that was handed down to Commissioner Ramundo by DGS.

If you have any questions or further information is needed, please let me know.

RFQ 2025-126 Tabulation
Chevrolet Blazer 2LT

Vendor	DeNooyer Chevrolet	Mohawk Chevrolet	Romeo Chevrolet	Maguire Motors	Websmart Chevrolet
Vehicle	2025 Chev Blazer 2LT	2025 Chev Blazer 2LT	2025 Chev Blazer 2LT	2025 Chev Blazer 2LT	2025 Chev Blazer 2LT
Price	\$ 36,175.71	\$ 36,066.21	\$ 38,037.10	\$ 38,337.18	\$ 38,948.41
In stock/order	Order	Order	Order	In Stock	In Stock
Exterior Color	Gray	Gray	Gray	Gray	White

Contract #: 2025-1134

Contract Type: standard

Contract Action: renew

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 08/12/2025

Contact Person: [Angelo Gaudio]

Contact Phone: (518)447-1624

Vendor Info: Surpass Chemical Company Inc.

Estimated Amount: 80000

Scope of Services: Sodium Hypochlorite Supply Renewal

Budget Line Item: G98130.44107

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

DIGITAL SIGNATURE PAGE

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.albanycountyny.gov

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

August 11, 2025

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

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

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

Re: Contract Renewal – Contract 1275 of 2023
Surpass Chemical Company Inc. – Sodium Hypochlorite Supply

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the second of two one (1) year renewals for the above referenced contract to Surpass Chemical Company Inc. for the supply of sodium hypochlorite for the unit price of \$2.218 per gallon for bulk deliveries and \$2.370 per gallon for the delivery of 330-gallon totes. The contract will be for a one (1) year term that is scheduled to run from January 1, 2026 through December 31, 2026. The total estimated contract value is \$80,000 for the contract term.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44107

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

AG:dal

Enclosures: Copy of original contract
Vendor Renewal Confirmation

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst

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

CONTRACT NO. 2023-¹²⁷⁵~~1258~~

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

WITNESSETH:

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

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

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

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid chemical sodium hypochlorite to the ACWPD as the lowest responsible bidder; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

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

ARTICLE 2: SCOPE OF SERVICES

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

ARTICLE 3. COMPENSATION

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

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

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

ARTICLE 4. ORDERS; PAYMENT

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

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

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

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

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

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

4.6 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the ACWPD Administration, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF AGREEMENT

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

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

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

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

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

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

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

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

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

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

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

ARTICLE 28. MISCELLANEOUS PROVISIONS

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

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

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

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

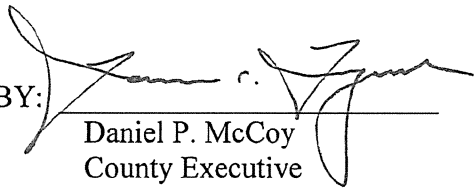
28.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

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

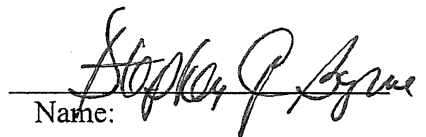
COUNTY OF ALBANY

DATED: 10/18/2023

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

SURPASS CHEMICAL COMPANY, INC.

DATED: 9/28/23

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

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

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

Jessica A. Brundage
NOTARY PUBLIC

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

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

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

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

RE: BID #2023-097
Sodium Hypochlorite

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2023-097 AND WILL HOLD
AWARDED BID PRICES THROUGH DECEMBER 31, 2026

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Surpass Chemical Co. Inc.
REPRESENTATIVE: Steve Byrne
TELEPHONE # 518-434-8101x3132
FAX #: 518-434-2798
SIGNATURE: 

PLEASE RETURN THIS FORM BY FAX
TO Tina King @ tina.king@albanycountyny.gov

Contract #: 2025-1135

Contract Type: standard

Contract Action: renew

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 08/12/2026

Contact Person: [Angelo Gaudio]

Contact Phone: (518)447-1624

Vendor Info: Slack Chemical Company Inc.

Estimated Amount: 85000.00

Scope of Services: Hydrogen Peroxide Supply Renewal

Budget Line Item: G98130.44107

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

DIGITAL SIGNATURE PAGE

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

August 11, 2025

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: Contract Renewal – Contract 2633 of 2024
Slack Chemical Inc. - Hydrogen Peroxide Supply

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to exercise the only one (1) year renewal for the above referenced contract to Slack Chemical Inc. for a total not to exceed the amount of \$85,000 for the supply of Hydrogen Peroxide to be used as an odor control oxidant. The contract will be for a one (1) year term that is scheduled to run from January 1, 2026 through December 31, 2026. The total estimated contract value is \$85,000 for the contract term.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44107

A copy of the original vendor's bid form and renewal confirmation form from the vendor are enclosed.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

AG:dal

Enclosures: Original Vendor's Bid Form
Vendor Renewal Confirmation

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst

Your bid award for Bid #2024-151, Hydrogen Peroxide Totes for Albany County Water Purification District, is due to expire on December 31, 2025; however, the original bid terms and conditions provided for an optional 1-year renewal period through December 31, 2026. Please use the attached form to notify the Purchasing Agent if you are willing to extend your awarded bid prices through December 31, 2026. Thank you for your prompt response.

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

**RE: BID #2024-151
HYDROGEN PEROXIDE TOTES**

PLEASE CHECK THE APPROPRIATE BOX BELOW:

- ☒ I WISH TO RENEW BID #2024-151 AND WILL HOLD
AWARDED BID PRICES THROUGH DECEMBER 31, 2026
- ☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

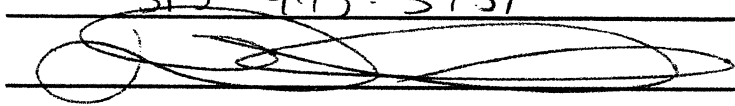
SUBMITTED BY:

VENDOR: Sino Chemical

REPRESENTATIVE: Derek Davis

TELEPHONE # 315-493-0430

FAX #: 315-493-3931

SIGNATURE: 

PLEASE RETURN THIS FORM BY FAX
TO (Ashley Saville) @ 518-447-5588
Or by email @ Ashley.saville@albanycountyny.gov

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Hydrogen Peroxide Totes**
Bid Number: **RFB2024-151**

The unit price PER 330 GALLON TOTE of 34% HYDROGEN PEROXIDE DELIVERED

\$ 839.44 /TOTE
Tote Deposit \$1,000.00/ea.

The unit price PER 330 GALLON TOTE of 27% HYDROGEN PEROXIDE DELIVERED

\$ 659.58 /TOTE
Tote Deposit \$1,000.00/ea.

COMPANY: Slack Chemical Company, Inc.

ADDRESS: PO Box 30, 465 South Clinton St

CITY, STATE, ZIP: Carthage, NY 13619

TEL. NO.: (315) 493-0430

FAX NO.: (315) 493-3931

FEDERAL TAX ID NO.: ~~15-0503203~~ 15-0503203

REPRESENTATIVE: Derek Davis

E-MAIL: slack@slackchem.com

SIGNATURE AND TITLE  General Manager

DATE November 22, 2024



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
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O'NEILL
PURCHASING AGENT

July 28, 2025

Slack Chemical Company Inc
PO Box 30, 465 South Clinton St
Carthage, NY 13619

Dear Derek Davis:

We are in receipt of your letter dated July 17, 2025, expressing your firm's wish to renew Bid #2024-151, Hydrogen Peroxide Totes, for Albany County Water Purification District.

As the original bid terms and conditions provided for an optional one-year renewal period, and since there will be no increase from the original bid pricing, the County of Albany hereby approves and accepts your renewal. This renewal term will commence on January 1, 2026 and will terminate on December 31, 2026.

Thank you for your continued interest in doing business with the County of Albany.

Respectfully,

Pamela O'Neill
Purchasing Agent

PO:aes__
cc: Angelo Gaudio

Contract #: 2025-1214

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 08/26/2025

Contact Person: [Angelo Gaudio]

Contact Phone: (518)447-1624

Vendor Info: Holland Company, Inc.

Estimated Amount: 30000.00

Scope of Services: Sodium Bisulfite

Budget Line Item: G98130.44107

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

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

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

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

August 29, 2025

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

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

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

**Re: RFB-2025-115 Sodium Bisulfite Supply
Holland Company, Inc.**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with Holland Company, Inc. for the supply of sodium bisulfite for the unit price of \$1.90 per gallon delivered. The contract term is for a one (1) year term from January 1, 2026 through December 31, 2026 with the option to renew for two (2) additional years, in two (2) consecutive one-year intervals. The total estimated contract value is \$30,000 for the contract term.

Three (3) bids were received in response to the above subject RFB and Holland Company, Inc. was determined to be the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Division's concurrence memo are attached herein.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44107

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

AG:dal

Enc: Bid Tabulation

District's Recommendation Memo

Purchasing Division's Concurrence Memo

cc: Mr. Wesley Hartmann, Policy Analyst
Mr. Alex Dott, Senior Budget Analyst

RFB 2025-115			
Sodium Bisulfite			
	PVS Chemical	Slack Chemical	Holland Co.
Unit Price/ Gal.	\$3.95/gal.	2.649/gal.	1.90/gal.



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
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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: RFB-2025-115 Sodium Bisulfite

Date: August 28, 2025

The Water Purification District has completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Holland Company, Inc., for the unit price of \$1.90 per gallon delivered.

The contract term is for January 1, 2026 through December 31, 2026 with the option for two additional one (1) year renewals. The estimated value of this contract for the one (1) year contract term is \$30,000.

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 820
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
Water Purification District

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: August 29, 2025

RE: RFB #2025-115
Sodium Bisulfite

I am in receipt of your recommendation to award the aforementioned to Holland Company, Inc. in the amount of \$30,000.

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

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

Contract #: 2025-1116

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DSS - Social Services A6010

Date Submitted:

Contact Person: [Margaret Skarlis],[David Bradley],[Tyrell Gladden]

Contact Phone: (518)447-7583,(518)447-7300,518-447-5510

Vendor Info: Homeless & Travelers Aid Society of the Capital District, Inc.

Estimated Amount: 200000.00

Scope of Services: HATAS - HHES

Budget Line Item: AA6010 44046

Fiscal Impact:

County: 60.00

State: 0.00

Federal: 40.00

BID, RFP, RFQ Completed? Yes - Standard



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

ERIN M. STACHEWICZ
COMMISSIONER
TYRELL L. GLADDEN
EXECUTIVE DEPUTY
COMMISSIONER

August 27, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St., Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

As a local social services district, the Albany County Department of Social Services (DSS) is responsible for securing temporary/emergency shelter placement for homeless persons who are eligible or potentially eligible for Temporary Assistance. Therefore, authorization is requested to renew an agreement with the Homeless and Travelers Aid Society (HATAS) for \$200,000 to operate the Homeless/Housing Emergency Services Program that provides after hours, seven (7) days per week coverage to assist individuals and families who present as homeless or at imminent risk of homelessness to access emergency shelter or be diverted from homelessness by retaining or securing adequate housing.

HATAS operates an on-call hotline and responds to shelter inquiries from individuals and families experiencing homelessness, hospitals, law enforcement, and contracted shelters. HATAS coordinates with DSS to place persons who have had contact with DSS during business hours, but may need assistance on nights and weekends. HATAS also responds to calls outside of regular hours from households facing utility shut-off during severe weather conditions.

Sincerely,

Erin M. Stachewicz
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Esq., Minority Counsel

SCHEDULE A

SCOPE OF WORK AND COMPENSATION

RELATED TO CONTRACT 2025-1116

The Department of Social Services (ACDSS), per Social Services Law, is responsible for responding to homeless housing emergencies encountered by individuals eligible or potentially eligible for temporary assistance; and heretofore requested proposals for the Homeless/Housing Emergency Services (HHES) Program for homeless and at-risk persons through Request for Proposals #2021-055, which is incorporated into and made a part of this Agreement by reference.

The Homeless and Travelers Aid Society (HATAS) of the Capital District, Inc. submitted the sole proposal to provide HHES (incorporated by reference in this Agreement), which was subsequently accepted by ACDSS. This Agreement is for the fourth year of a four (4) year contract.

SCOPE OF WORK

- A. HATAS will provide homeless/housing emergency services to address immediate housing needs presented by individuals and families presenting as homeless or at imminent risk of homelessness after-hours (Monday through Friday, 4:00 p.m. to 12:30 a.m.), on weekends, and holidays. Detailed roles and responsibilities include the following:
- Coordinating with ACDSS to assist clients who work with ACDSS during normal business hours but require additional assistance outside of these hours.
 - Receiving, screening, and referring homeless and at-risk individuals and families to emergency shelter and other essential resources from 4:00 p.m. to 12:30 a.m. Monday through Friday, and 8:00 a.m. to 12:30 a.m. on Saturdays, Sundays, and holidays (when ACDSS offices are closed).
 - Diverting individuals and families from homelessness, when possible, by identifying their last place of stay and potential housing options, and encouraging them to remain there, at least overnight or until the next ACDSS business day.
 - Directing all individuals and families placed in shelter to report to ACDSS the next business day.
 - Utilizing identified data tracking tools to:
 - Record individual case and referral information related to emergency shelter placement and/or homelessness prevention resources
 - Track and analyze data related to the frequency, characteristics, and outcomes of encounters with homeless and at-risk persons
 - Share with ACDSS all relevant data to complete OTDA-mandated quarterly reports, incidents of homelessness, and current homeless trends.
 - Responding to after-hours calls from households facing utility shut-off during inclement weather, and for households with a member/s with special medical needs (e.g., nebulizer) during summer months.

- Participating in planning and coordinating community activities as may be requested by ACDSS to address the needs and issues encountered by the target population in accessing shelter and services. Minimally, the Provider will participate in Coordinated Entry, SYNC, Code Blue meetings, and ACDSS Provider meetings (at a staff level appropriate to the nature of the discussions), as needed.

B. Emergency Shelter Placement

Interventions targeting the needs of homeless individuals and families will include, but not be limited to the following:

- Rapid screening and assessment to determine any special needs that may indicate the most appropriate setting for emergency housing based on direction from the ACDSS Homeless Emergency Services Team during normal business hours.
- Determining the most appropriate shelter option available to the family or individual per the ACDSS Homeless Emergency Services Team.
- Initiating a referral to the selected emergency facility to verify bed availability and the ability to admit the referred individual.
- Same-day placement in an emergency shelter or motel that confirms its availability and willingness to accept the referral is expected for all homeless individuals and families.
- The inability to secure appropriate emergency housing for individuals or families experiencing homelessness should occur rarely. In every case, the Provider will make all reasonable efforts to ensure the health and safety of the individual and/or family members are not endangered as a result, and notify ACDSS as soon as possible.

Note: Funds are available to arrange transportation to the emergency shelter site.

C. Target Population

The population eligible to receive Homeless/Housing Emergency Services (HHES) includes individuals and families who present in Albany County as homeless or at imminent risk of homelessness, including but not limited to the following subgroups:

- Individuals
- Couples
- Pregnant women and teens
- Families with minor children, including teen parents
- Homeless, runaway youth - ages 16 and older
- Victims of domestic violence

Consistent with the provisions of NYS directives, a homeless individual or household is considered "...an individual or family that is not domiciled, has no fixed address, lacks a fixed regular nighttime residence, resides in a place not designed for or ordinarily used as a sleeping accommodation for human beings (e.g., hallway, bus station, lobby), or temporarily resides in a homeless shelter, residential program for victims of domestic violence, or in a hotel/motel."

For the HHES program, an individual or family will be considered as being at imminent risk of homelessness if they are experiencing one or more of the following circumstances:

- Their rent is in arrears and/or they are involved in a landlord-tenant dispute that has resulted in, or is likely to result in, a threatened eviction.
- They reside in housing with code violations.
- They are at risk of losing housing due to an actual or threatened utility shut-off.
- They are living doubled-up or in overcrowded housing conditions.

Individuals or families in such situations should be diverted to other housing options and **directed to report to ACDSS the next business day.**

HATAS advertises and operates a hotline to field shelter inquiries from individuals and families experiencing homelessness, as well as hospitals, law enforcement, contracted shelters, and others identifying as needing shelter.

D. Eligibility

Eligible homeless persons and households include those who reside in or present themselves in Albany County as homeless or at risk of homelessness, and will include, but not be limited to, those living with mental health illness, drug/alcohol disorder, physical, medical, intellectual, or developmental disabilities, and language/communication barriers. Included are persons previously living in the community, on the streets, or being discharged from hospital facilities, and institutional programs.

The Provider will refer callers from counties other than Albany to their county of location.

Eligibility for the HHES program does not depend on receiving Temporary Assistance benefits issued by ACDSS, although a household's eligibility may impact the level of services provided and options available for addressing their homeless/housing emergency.

A household's eligibility or sanction status may impact the level of services provided and options available to address their housing emergency, which is determined by the ACDSS Diversion/Homeless Team.

Homeless and at-risk persons may seek services from the Homeless/Housing Emergency Services (HHES) Program directly or through referral by a community agency or other entity during non-business hours.

NOTE: Victims of Domestic Violence

Victims of domestic violence appropriate for placement in a Residential Domestic Violence Facility will receive limited services under the HHES program, including screening to identify the presence of domestic violence and immediate referral for domestic violence services. The Provider will refer victims of domestic violence to a provider(s) designated by the Department, according to agreed-upon protocol.

E. Screening and Assessment

During regular business hours, the ACDSS Homeless Emergency Services Team conducts initial screenings to determine the immediate needs of individuals or families and verify their

eligibility for HHES services. ACDSS will communicate any special needs or instructions for particular clients before the after-hours shift begins.

1. Denial of service at initial screening may be made only for:
 - Households that present with a need not falling under the scope of the program
 - Individuals and families who do not meet the specified eligibility criteria established by the ACDSS Homeless Emergency Services Team
 - Those on the ACDSS “Restriction List” who are required to report to ACDSS
2. Individuals and families who screen as eligible for HHES program services will be immediately referred to a Shelter Provider for placement. **NOTE:** For initial contacts with households taking place after-hours by telephone, an abbreviated interview will be conducted by the Provider, focusing on obtaining information deemed essential to an appropriate emergency response. Information obtained through the assessment interview will include, but not be limited to, the following.
 - Identifying information (name, aliases, date of birth, social security number)
 - Demographic information (gender, household size, and composition)
 - Current or last address of residence/where they stayed last night
 - Reason for current housing emergency or episode of homelessness
 - Disabling conditions or special needs of individuals or family members, including but not limited to:
 - Mental illness
 - Medical or physical disabilities, including physical limitations with relevance to communicating and/or selection of appropriate shelter/housing sites
 - Domestic violence
 - Veteran status
 - Seniors, frail and/or very old elderly
 - Runaway/homeless youth
 - Pregnant or parenting teen
 - Arson conviction
 - Sex Offender Registry screening results (see item 4 below)
3. With appropriate consumer consent and when circumstances allow, contacts will be made to determine a household’s current status and available housing and service needs.
4. All adults (regardless of whether they self-identify as sex offenders or not) must be vetted through the following registries before referral to emergency shelter or hotel placement.

NYS Sex Offender Registry

https://criminaljustice.state.ny.us/nsor/search_index.htm

US Department of Justice Dru Sjodin National Sex Offender Public Website

<https://www.nsopw.gov>

All placements of individuals listed on any Sex Offender Registry must comply with applicable restrictions imposed under existing local, state, or federal law, when possible.

An individual should not be denied shelter because local, state, or federal laws cannot be met. ACDSS will address the situation and find appropriate emergency housing.

F. Homelessness Diversion and Prevention during Non-Business Hours

Interventions during non-business hours, intended to prevent homelessness and avoid emergency shelter placement, will include, but not be limited to, the following:

- Verifying, to the extent possible, individuals' statements regarding their immediate past housing history and current access to available, safe, temporary, or permanent housing.
- Verifying the status of tenancy when a household reports a threat of eviction, to determine whether the housing unit remains available. If available, the caller will be directed back to that housing and ACDSS to review options.
- In cases of threatened eviction or utility shut-off, directly communicating pertinent information of the household's circumstances with ACDSS on the next business day.
- Directly providing short-term advocacy and service linkage support to assist in stabilizing the household's immediate housing circumstances. To the fullest extent possible, the Provider will link households diverted from entering emergency shelter with community services and resources to assist them in retaining or securing safe, stable, and permanent housing.
- Where safe and adequate temporary housing is available to an individual or family, assisting with identification and linkage to resources, supports, and benefits that will allow for their continued stay, instead of shelter placement, until alternate permanent housing can be secured.

The attached *Diversion Quick Reference Sheet* provides further detail and additional requirements for on-call staff to utilize in their diversion efforts.

G. Albany County Department of Social Services Responsibilities

ACDSS will:

- Work in cooperation with the Provider to develop an effective system to respond to homeless/housing emergencies.
- Track and report to the Provider all homeless intakes/referrals and discharges that occur during regular business hours.
- Obtain and compile daily census reports from all shelters and motels by 9 a.m. and share with the Provider by 4 p.m. to be utilized after hours.
- Maintain responsibility for developing and overseeing contractual and/or rate agreements with emergency shelters and hotel/motels to be used for housing homeless persons. The Provider will relay any issues or concerns encountered with a specific facility to ACDSS.
- Manage reimbursement to providers of emergency housing. This will not preclude the Provider from obtaining funds through other sources that may be utilized to meet other immediate needs of homeless persons, such as transportation and personal care items.
Note: This is not a requirement under the terms of this Agreement.
- Make available to the Provider any technical and program information, regulations, and administrative directives issued by New York State relevant to the provision of services under this Agreement.

H. Program Operations

The Homeless/Housing Emergency Services (HHES) Program must ensure:

- County-wide availability
- An active telephone on-call system
- Telephone operators are trained on how to screen, triage, and problem-solve with callers, conduct diversion, make referrals to community resources (e.g., domestic violence services, Mobile Crisis, Emergency Departments), and arrange for shelter
- Direct staff coverage is readily available during all designated non-business hours to answer calls, make referrals and placements, and utilize the designated reporting forms to record all calls and placements.
- After-hours coverage includes minimal response waiting time and reduces the need for homeless individuals or families to initiate multiple phone calls.
- A response system is established to ensure eligible persons throughout Albany County can readily access services through the program.
- Establishment of an Emergency Services Plan during Non-Business Hours, which addresses one of the following goals:
 - Diverting the household from homelessness by retaining or securing available housing, whether temporary or permanent.
 - Meeting the immediate shelter needs of homeless households through appropriate emergency shelter or motel placement.
- Formal, written procedures, guidelines, and forms are maintained for HHES staff use in delivering services. Such documents will be updated as necessary to reflect changes in program requirements as they may occur over the course of the contract, and provided to ACDSS for review and approval before implementation, if requested.
 - Formal, written procedures must include the following, as well as any additions or changes ACDSS requests as determined necessary for the effective delivery of services, including those necessary to ensure compliance with applicable statutory and regulatory directives:
 - Privacy and Confidentiality
 - Maintaining individual case data, including referrals and homelessness prevention (for data reporting and trend analysis)
 - Screening and Assessment
 - Homelessness Prevention/Emergency Shelter Diversion (after hours)
 - Emergency Housing Referrals
 - Identifying and Responding to Consumers' Special Needs
 - Referral of Victims of Domestic Violence
 - Referral of Homeless/Runaway Youth
 - Accommodating individuals with disabilities experiencing homelessness
 - Accommodating disabled individuals with service animals experiencing homelessness
 - Accommodating individuals and families experiencing homelessness in non-urban areas
 - Accommodating individuals living with mental health illnesses or substance use disorders

- HHES staff receive ongoing training, including training provided or arranged for by ACDSS to ensure staff maintain the appropriate knowledge and skills necessary to implement services.
- Compliance with all applicable confidentiality laws, regulations, and requirements, including, but not limited to the following, as they now exist or may be amended in the future.
 - NYS Social Services Law, Sections 367b (4) and 369 (4)
 - NYS Public Health Law, Article 27-F
 - 18 NYCRR Part 357
 - The Health Insurance Portability and Accountability Act (HIPAA) and related regulations found at 45 C.F.R. Parts 160 and 164
- All program facilities are open to authorized Albany County, NYS, and federal personnel for observation and monitoring of program operations. Written reports issued as a result of such inspections will be maintained at ACDSS, with a copy shared with the Provider.
 - All financial, programmatic, and other related records are made available, upon request, to county, state, and federal personnel conducting monitoring.
- ACDSS is consulted before issuing any public statements or responses to press inquiries related to the HHES Program.
- A quality assurance program, including, but not limited to, the following, is implemented and maintained:
 - A routine plan for supervision and evaluation of program staff, service delivery, and program outcomes.
 - A system for receiving and responding to any complaints received from eligible individuals, their representatives, or an involved emergency shelter, hotel/motel, or other human services provider.
 - Development of daily, weekly, and annual reports for ACDSS.
 - Collaboration with other service providers in the community as needs arise.
 - Collaboration with ACDSS regarding concerns, insights, and outcomes identified through interactions and partnerships with various community providers.

I. Program Outcomes and Performance Measures

The Provider will be responsible for implementing a program focused on achieving the following performance measures and outcomes:

- Homeless and at-risk individuals and families are screened for program eligibility during non-business hours.
- Households determined eligible have their immediate housing-related needs assessed.
- Households determined to have access to adequate housing, whether temporary or permanent, avoid homelessness and emergency shelter placement through retention of current/recent housing.
- Households deemed eligible and in immediate need of emergency housing receive same-day placement in an emergency shelter, motel, or other appropriate program.
- Homeless and at-risk families with minor children are assisted to remain together and to work toward achieving family stability.
- An effective system to track and report specific performance measures and outcomes (on both a case-specific and aggregate basis) is maintained.

- Data and narrative reporting in a format determined by ACDSS is shared on an agreed-upon schedule

The Provider will meet with ACDSS to review contract performance at least once quarterly.

While payment under this Agreement will not be performance-based, the Provider's success in achieving the above outcomes and performance measures will be a factor considered in approving annual renewals of the contract.

FEES AND COMPENSATION

Payment Provisions

Payment for services provided under this Agreement has been agreed upon by the Provider and ACDSS to be an amount reasonable to ensure the quality of those services provided.

- Funds provided under this contract cannot be used to provide direct assistance to individuals and families, including but not limited to food, clothing, shelter, utilities, medical services, personal care items, child care, or general incidental expenses.
- Under no circumstances will the Department reimburse the Provider any amount exceeding the total specified above during the contract period.
- The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.
- Program costs will be allocated between two distinct funding streams, based on household eligibility. A total of \$80,000 in Flexible Fund for Family Services (FFFS/TANF Services) funds will be allocated for service provision to families with income up to 200% of poverty level, and \$120,000 in Safety Net Administration funds for service provision to individuals and families who do not meet the eligibility criteria for TANF.

Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred upon receipt of monthly claims accompanied by relevant documentation required by the County, according to the following:

1. The Provider shall submit claims for expenses incurred monthly, using the appropriate County claim form.
2. Claims must include a list of expenses (consistent with the contracted program budget) and supporting documentation as necessary to accurately determine the amounts to be allocated under the TANF and Safety Net portions of the contract.
 - a. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.
3. Claims must be submitted by the 13th of the month following the month of service.

If funds the Provider applied for are not awarded either in whole or in part, the Department will reimburse the non-administrative program costs per the contractual line-item budget.

DIVERSIONS QUICK REFERENCE SHEET

On-call operators should screen, triage, and problem-solve with callers. Collateral contacts shall be made as necessary to divert callers from shelter placement, make referrals and linkages to community resources, and, if diversion efforts are unsuccessful, arrange for shelter.

Homeless Prevention Interventions intended to prevent homelessness and avoid the need for emergency shelter placement will include, but not be limited to, the following:

- Verifying, to the extent possible, an individual's statements regarding their immediate past housing history and current access to available, safe, temporary, or permanent housing, if even for one night.
- Verifying the status of tenancy in cases where a household reports a threat of eviction, to determine whether the housing unit remains currently available.
- Providing homeless prevention guidance, including emergency and short-term interventions intended to sufficiently stabilize a household and avoid the need for emergency shelter placement.
- Assisting with identifying local resources which allow for continued use, instead of shelter placement, until alternate temporary or permanent housing may be secured.

Diversion Techniques

When screening and triaging, ask the household to provide their last two (2) addresses. This can prove helpful in diverting the individual/family by asking the following questions:

- At what specific address did the individual/family spend the night prior, and how long did they stay there?
 - If they indicate having stayed at a particular address for two (2) weeks, then ask where they stayed three (3) weeks ago and attain that address.
- Ask the name/s of and contact information for the person/s forcing them out, so it can be verified that they can no longer stay there.
 - In family cases, most people do not want children displaced in the dark and cold and are willing to allow them to stay one more night.
- Ask the caller if, in the event something happened to them, is there anyone who may be willing to allow the children to stay with them.
 - If yes, request their contact information. Emergency contacts are typically concerned with the well-being of the child(ren) and are willing to allow the family to stay with them.
 - If no, and there is no shelter space available, inform the family that the Children's Service Division (Protective Services) of Albany County Department of Children, Youth and Family will be contacted to assist.
- If the individual/family were locked out by the County Sheriff's Office, unfortunately, diverting them back to a locked apartment is not possible.

SCHEDULE A

SCOPE OF WORK AND COMPENSATION

RELATED TO CONTRACT 2025-1116

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B. Emergency Shelter Placement

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Note: Funds are available to arrange transportation to the emergency shelter site.

C. Target Population

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An individual should not be denied shelter because local, state, or federal laws cannot be met. ACDSS will address the situation and find appropriate emergency housing.

F. Homelessness Diversion and Prevention during Non-Business Hours

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- In cases of threatened eviction or utility shut-off, directly communicating pertinent information of the household's circumstances with ACDSS on the next business day.
- Directly providing short-term advocacy and service linkage support to assist in stabilizing the household's immediate housing circumstances. To the fullest extent possible, the Provider will link households diverted from entering emergency shelter with community services and resources to assist them in retaining or securing safe, stable, and permanent housing.
- Where safe and adequate temporary housing is available to an individual or family, assisting with identification and linkage to resources, supports, and benefits that will allow for their continued stay, instead of shelter placement, until alternate permanent housing can be secured.

The attached *Diversion Quick Reference Sheet* provides further detail and additional requirements for on-call staff to utilize in their diversion efforts.

G. Albany County Department of Social Services Responsibilities

ACDSS will:

- Work in cooperation with the Provider to develop an effective system to respond to homeless/housing emergencies.
- Track and report to the Provider all homeless intakes/referrals and discharges that occur during regular business hours.
- Obtain and compile daily census reports from all shelters and motels by 9 a.m. and share with the Provider by 4 p.m. to be utilized after hours.
- Maintain responsibility for developing and overseeing contractual and/or rate agreements with emergency shelters and hotel/motels to be used for housing homeless persons. The Provider will relay any issues or concerns encountered with a specific facility to ACDSS.
- Manage reimbursement to providers of emergency housing. This will not preclude the Provider from obtaining funds through other sources that may be utilized to meet other immediate needs of homeless persons, such as transportation and personal care items.
Note: This is not a requirement under the terms of this Agreement.
- Make available to the Provider any technical and program information, regulations, and administrative directives issued by New York State relevant to the provision of services under this Agreement.

H. Program Operations

The Homeless/Housing Emergency Services (HHES) Program must ensure:

- County-wide availability
- An active telephone on-call system
- Telephone operators are trained on how to screen, triage, and problem-solve with callers, conduct diversion, make referrals to community resources (e.g., domestic violence services, Mobile Crisis, Emergency Departments), and arrange for shelter
- Direct staff coverage is readily available during all designated non-business hours to answer calls, make referrals and placements, and utilize the designated reporting forms to record all calls and placements.
- After-hours coverage includes minimal response waiting time and reduces the need for homeless individuals or families to initiate multiple phone calls.
- A response system is established to ensure eligible persons throughout Albany County can readily access services through the program.
- Establishment of an Emergency Services Plan during Non-Business Hours, which addresses one of the following goals:
 - Diverting the household from homelessness by retaining or securing available housing, whether temporary or permanent.
 - Meeting the immediate shelter needs of homeless households through appropriate emergency shelter or motel placement.
- Formal, written procedures, guidelines, and forms are maintained for HHES staff use in delivering services. Such documents will be updated as necessary to reflect changes in program requirements as they may occur over the course of the contract, and provided to ACDSS for review and approval before implementation, if requested.
 - Formal, written procedures must include the following, as well as any additions or changes ACDSS requests as determined necessary for the effective delivery of services, including those necessary to ensure compliance with applicable statutory and regulatory directives:
 - Privacy and Confidentiality
 - Maintaining individual case data, including referrals and homelessness prevention (for data reporting and trend analysis)
 - Screening and Assessment
 - Homelessness Prevention/Emergency Shelter Diversion (after hours)
 - Emergency Housing Referrals
 - Identifying and Responding to Consumers' Special Needs
 - Referral of Victims of Domestic Violence
 - Referral of Homeless/Runaway Youth
 - Accommodating individuals with disabilities experiencing homelessness
 - Accommodating disabled individuals with service animals experiencing homelessness
 - Accommodating individuals and families experiencing homelessness in non-urban areas
 - Accommodating individuals living with mental health illnesses or substance use disorders

- HHES staff receive ongoing training, including training provided or arranged for by ACDSS to ensure staff maintain the appropriate knowledge and skills necessary to implement services.
- Compliance with all applicable confidentiality laws, regulations, and requirements, including, but not limited to the following, as they now exist or may be amended in the future.
 - NYS Social Services Law, Sections 367b (4) and 369 (4)
 - NYS Public Health Law, Article 27-F
 - 18 NYCRR Part 357
 - The Health Insurance Portability and Accountability Act (HIPAA) and related regulations found at 45 C.F.R. Parts 160 and 164
- All program facilities are open to authorized Albany County, NYS, and federal personnel for observation and monitoring of program operations. Written reports issued as a result of such inspections will be maintained at ACDSS, with a copy shared with the Provider.
 - All financial, programmatic, and other related records are made available, upon request, to county, state, and federal personnel conducting monitoring.
- ACDSS is consulted before issuing any public statements or responses to press inquiries related to the HHES Program.
- A quality assurance program, including, but not limited to, the following, is implemented and maintained:
 - A routine plan for supervision and evaluation of program staff, service delivery, and program outcomes.
 - A system for receiving and responding to any complaints received from eligible individuals, their representatives, or an involved emergency shelter, hotel/motel, or other human services provider.
 - Development of daily, weekly, and annual reports for ACDSS.
 - Collaboration with other service providers in the community as needs arise.
 - Collaboration with ACDSS regarding concerns, insights, and outcomes identified through interactions and partnerships with various community providers.

I. Program Outcomes and Performance Measures

The Provider will be responsible for implementing a program focused on achieving the following performance measures and outcomes:

- Homeless and at-risk individuals and families are screened for program eligibility during non-business hours.
- Households determined eligible have their immediate housing-related needs assessed.
- Households determined to have access to adequate housing, whether temporary or permanent, avoid homelessness and emergency shelter placement through retention of current/recent housing.
- Households deemed eligible and in immediate need of emergency housing receive same-day placement in an emergency shelter, motel, or other appropriate program.
- Homeless and at-risk families with minor children are assisted to remain together and to work toward achieving family stability.
- An effective system to track and report specific performance measures and outcomes (on both a case-specific and aggregate basis) is maintained.

- Data and narrative reporting in a format determined by ACDSS is shared on an agreed-upon schedule

The Provider will meet with ACDSS to review contract performance at least once quarterly.

While payment under this Agreement will not be performance-based, the Provider's success in achieving the above outcomes and performance measures will be a factor considered in approving annual renewals of the contract.

FEES AND COMPENSATION

Payment Provisions

Payment for services provided under this Agreement has been agreed upon by the Provider and ACDSS to be an amount reasonable to ensure the quality of those services provided.

- Funds provided under this contract cannot be used to provide direct assistance to individuals and families, including but not limited to food, clothing, shelter, utilities, medical services, personal care items, child care, or general incidental expenses.
- Under no circumstances will the Department reimburse the Provider any amount exceeding the total specified above during the contract period.
- The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.
- Program costs will be allocated between two distinct funding streams, based on household eligibility. A total of \$80,000 in Flexible Fund for Family Services (FFFS/TANF Services) funds will be allocated for service provision to families with income up to 200% of poverty level, and \$120,000 in Safety Net Administration funds for service provision to individuals and families who do not meet the eligibility criteria for TANF.

Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred upon receipt of monthly claims accompanied by relevant documentation required by the County, according to the following:

1. The Provider shall submit claims for expenses incurred monthly, using the appropriate County claim form.
2. Claims must include a list of expenses (consistent with the contracted program budget) and supporting documentation as necessary to accurately determine the amounts to be allocated under the TANF and Safety Net portions of the contract.
 - a. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.
3. Claims must be submitted by the 13th of the month following the month of service.

If funds the Provider applied for are not awarded either in whole or in part, the Department will reimburse the non-administrative program costs per the contractual line-item budget.

DIVERSIONS QUICK REFERENCE SHEET

On-call operators should screen, triage, and problem-solve with callers. Collateral contacts shall be made as necessary to divert callers from shelter placement, make referrals and linkages to community resources, and, if diversion efforts are unsuccessful, arrange for shelter.

Homeless Prevention Interventions intended to prevent homelessness and avoid the need for emergency shelter placement will include, but not be limited to, the following:

- Verifying, to the extent possible, an individual's statements regarding their immediate past housing history and current access to available, safe, temporary, or permanent housing, if even for one night.
- Verifying the status of tenancy in cases where a household reports a threat of eviction, to determine whether the housing unit remains currently available.
- Providing homeless prevention guidance, including emergency and short-term interventions intended to sufficiently stabilize a household and avoid the need for emergency shelter placement.
- Assisting with identifying local resources which allow for continued use, instead of shelter placement, until alternate temporary or permanent housing may be secured.

Diversion Techniques

When screening and triaging, ask the household to provide their last two (2) addresses. This can prove helpful in diverting the individual/family by asking the following questions:

- At what specific address did the individual/family spend the night prior, and how long did they stay there?
 - If they indicate having stayed at a particular address for two (2) weeks, then ask where they stayed three (3) weeks ago and attain that address.
- Ask the name/s of and contact information for the person/s forcing them out, so it can be verified that they can no longer stay there.
 - In family cases, most people do not want children displaced in the dark and cold and are willing to allow them to stay one more night.
- Ask the caller if, in the event something happened to them, is there anyone who may be willing to allow the children to stay with them.
 - If yes, request their contact information. Emergency contacts are typically concerned with the well-being of the child(ren) and are willing to allow the family to stay with them.
 - If no, and there is no shelter space available, inform the family that the Children's Service Division (Protective Services) of Albany County Department of Children, Youth and Family will be contacted to assist.
- If the individual/family were locked out by the County Sheriff's Office, unfortunately, diverting them back to a locked apartment is not possible.

Contract #: 2025-1271

Contract Type: standard

Contract Action: new

Procurement Type:

Department: DSS - Social Services A6010

Date Submitted:

Contact Person: [Margaret Skarlis],[Shannon McNally],[Tyrell Gladden]

Contact Phone: (518)447-7583,(518)447-7300,518-447-5510

Vendor Info: VenTek, Inc.

Estimated Amount: 26525.00

Scope of Services: VenTek Annual Maintenance

Budget Line Item: 6010.44070

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

ERIN M. STACHEWICZ
COMMISSIONER

TYRELL L. GLADDEN
EXECUTIVE DEPUTY
COMMISSIONER

September 8, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St., Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department of Social Services respectfully requests County Administrative Board approval to renew a contract with VenTek, Inc. for annual maintenance of the Supplemental Nutrition Assistance Program (SNAP) and other eligibility programs' workflow management and status tracking software for \$26,525.00.

Sincerely,

Erin M. Stachewicz
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Esq., Minority Counsel

SCHEDULE A

SCOPE OF SERVICES AND COMPENSATION

RELATED TO CONTRACT NO. 2025-1271

In 2021, the County accepted Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement grant funding from the U.S. Department of Agriculture Food and Nutrition Service to establish a SNAP System Call Center and develop a workflow management system.

Subsequently, the Provider, selected for providing similar services for other NYS counties, developed the workflow management and tracking software for the County Department of Social Services (ACDSS) SNAP and other Eligibility Divisions to help improve workflow and increase efficiencies.

SCOPE OF SERVICES

As part of this Agreement, the Provider shall provide ongoing maintenance of the workflow management and tracking software, enabling the Albany County Department of Social Services eligibility workflow processes to function as efficiently as possible, and to ensure customer satisfaction.

COMPENSATION

Under the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement not to exceed **TWENTY-SIX THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$26,525)** for software support and maintenance services throughout the contract term.

Fees for the service provided shall be paid upon submission by the Provider of a signed County claim to DSS.

Contract #: 2025-1028

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Scott McNelis]

Contact Phone: 518-447-7306

Vendor Info: St Catherine's Center For Children

Estimated Amount: 20000

Scope of Services: QI QRTP 25-26

Budget Line Item: AA6119.44405

Fiscal Impact:

County: 0.00

State: 50.00

Federal: 50.00

BID, RFP, RFQ Completed? Yes - Standard

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 Providers of Qualified Individual Assessments

DATE: August 1, 2025

The Albany County Department for Children, Youth and Families respectfully requests approval of the above referenced contracts for Qualified Individual (QI) providers approved by the NYS Office of Children and Family services to provide QI Assessments. The requested renewal contract term is for September 1, 2025- August 31, 2026, for the amount not to exceed \$30,000.

Please call me at 447-7306 if you have any questions.

Enclosure

Albany County Department for Children, Youth and Families
Justification for Contractual Renewal Agreements between Albany County and
Providers of Qualified Individual Assessments

The Department respectfully requests authorization to renew contractual agreements with the below provider agencies for the term of September 1, 2025- August 31, 2026, in an amount not to exceed \$30,000 per Provider

The Family First Prevention Services Act took effect on October 1, 2021. The goal of this legislation was to reduce the number of children in congregate care, and to increase the number of kinship and foster care homes. This legislation is intended to promote interventions that keep children safely at home with relatives or in the community, whenever possible. The goal is to reduce lengths of stay in congregate care and prevent recurrence of placement.

Family First Legislation requires if a child is placed in qualified residential treatment program (QRTP) , within 30 days of the start of each placement, the child must be assessed to determine the appropriate level of care by a qualified individual (QI). The QI is a licensed clinician with a minimum of two years of child welfare experience, and will work DCYF, the QRTP and permanency team to develop the assessment within 30 days of the placement in congregate care.

The Providers will be reimbursed an amount not to exceed \$2,000.00 per each assessment, for the aforementioned services. There is no anticipated cost to the county for the assessments, as they will be paid by Medicaid through the Child and Family Treatment Services and Supports (CFTSS) initiative.

The agencies, which have been approved by the NYS Office of Children and Family services as Qualified Individual providers, and which are requested for contract renewal are:

Together for Youth
13640 State Route 22, Canaan, NY 12029

St. Catherine's Center for Children
40 N. Main Ave, Albany, NY 12203

SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
ST CATHERINE'S CENTER FOR CHILDREN
Contract No. 2025-1028

This is an Agreement by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street Albany, NY 12207 (hereinafter referred to as the "COUNTY") through the COUNTY Department for Children Youth and Families (hereinafter referred to as the "DEPARTMENT") and St Catherine's Center For Children, located at 40 N Main Ave Albany, NY 12203, (hereinafter referred to as the "AGENCY" or "PROVIDER").

The DEPARTMENT is committed to excellence, professionalism, integrity and is uniquely structured to deliver an integrated, diverse, holistic set of services, in collaboration with families and communities to empower families to create a safe, nurturing environment in which children can grow, thrive and reach their full potential.

The COUNTY is a System of Care community, which subscribes to the Child and Adolescent Service System Program (CASSP) Core Principles--child-centered, family-focused, community based, culturally competent, least restrictive and coordinated services for children and their families. Youth and their families are expected to be involved meaningfully at the service delivery, management and policy levels

WHEREAS, the Commissioner for the DEPARTMENT (hereinafter referred to as the "COMMISSIONER"), is charged with the responsibility for the administration of all child welfare services in the County of Albany pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, pursuant to the Family First Prevention Services Act (FFPSA) [P.L. 115- 123], an independent assessment of a child in foster care placed in a Qualified Residential Treatment Program (QRTF) is required to make determinations, including, but not limited to, whether the placement in the QRTF is appropriate; and

WHEREAS, the assessment must be completed within 30 days of placement of the child in the QRTF; and

WHEREAS, each assessment must utilize a federally approved functional assessment tool that is age-appropriate and evidence-based; and

WHEREAS, the standards for the timing, process, content of the assessment and the qualifications for who may conduct the assessment are set forth in Federal and New York State (NYS) statute, regulation and policy; and

WHEREAS, the AGENCY, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement; and

WHEREAS, the DEPARTMENT believes that the amount of funds to be paid to the AGENCY is reasonable and necessary to provide quality services.

NOW THEREFORE, in consideration of the mutual promises herein contained the DEPARTMENT and the AGENCY mutually agree as follows:

ARTICLE I- DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they have the following meaning unless otherwise clearly noted:

1. **QUALIFIED INDIVIDUAL**: means a trained professional or licensed clinician acting within their scope of practice who must have current or previous relevant experience in the child welfare field and who must conduct the assessment required for a child in accordance with Social Services Law (SSL) §409-h. Such individual may not be an employee of the Office of Children and Family Services (OCFS), and such person may not have a direct role in case management or case planning decision-making authority for the child for whom such assessment is being conducted in accordance with 42 USC §§672 and 675a and the New York State (NYS) approved Title IV-E State Plan.

2. **QUALIFIED RESIDENTIAL TREATMENT PROGRAM**: means a non-foster family residential program in accordance with 42 USC §§ 672 and 675a and the NYS approved Title IV-E state plan, and that meets OCFS regulations, and which is certified by

OCFS to operate as a Q RTP.

3. AGE-APPROPRIATE, EVIDENCE-BASED, VALIDATED ASSESSMENT TOOL: means an instrument that has been deemed to be evidence-based, has been rigorously evaluated in experimental evaluations, such as randomized controlled trials (RCT), and shown to make a positive, statistically significant difference in important outcomes. An instrument that has been validated means that the instrument measures what it is designed to measure. Age-appropriate is a developmental concept whereby certain activities are deemed appropriate to a child's "stage" or level of development. The Child and Adolescent Needs and Strengths (CANS) and the Child and Adolescent Service Intensity Instrument (CASII) have been determined by OCFS and federally approved to be age[1]appropriate, evidence-based, validated instruments to serve the intended purpose of the 30-day assessment by the QI.

4. FAMILY AND PERMANENCY TEAM: means all appropriate family members, relatives, and fictive kin of the child, as well as, as appropriate, professionals who are a resource to the family of the child, including, but not limited to, the attorney for the child or the attorney for the parent, if applicable, teachers, medical or mental health providers who have treated the child, or clergy. In the case of a child who has attained the age of 14, the family and permanency team shall include the members of the permanency planning team for the child in accordance with 42 USC §675 and the NYS approved title IV-E State Plan and SSL §409-h.

ARTICLE II -- SCOPE OF SERVICES

1. The QI must assess a child to determine the appropriateness of a placement in a Q RTP. The assessment must determine whether the child's needs can be met with family members, in a foster family home and/or if the child's needs meet the criteria for a setting specified in 42 USC 472(k)(4) and SSL §409-h(1)(c), including a Q RTP level of care.
2. Such assessment may be completed prior to a child's placement in a Q RTP but must be completed within thirty (30) days of the start of a placement in a Q RTP of a child in the care and custody or the custody and guardianship of the local department of social services (LDSS or OCFS). Failure to adhere to the required timeframe could result in termination of this AGREEMENT, and payment.
3. The QI must utilize an age-appropriate, evidence-based, validated functional assessment tool approved by the federal government for such purpose. The DEPARTMENT is requiring the use of the CANS assessment tool.
4. The QI must conduct interviews with the family and the child to obtain or clarify any information needed to complete functional assessments and formulate child-specific, short-term, and long-term mental and behavioral health goals. The QI must make a determination of the most effective and appropriate level of care for the child in the least restrictive setting, including whether consistent with the short-term and long-term goals for the child, as specified in the child's permanency plan, the needs of the child can be met with family members or through placement in a family-based setting, or in either a Q RTP, a supervised setting, as defined in SSL §371(22), a setting providing residential care and supports for sexually exploited youth (EMPOWER), or a setting specializing in providing prenatal, post-partum or parenting (PPP) supports for youth.
5. The QI must complete the assessment in collaboration with the LDSS, Q RTP, and family and permanency team to gather information to formulate the final determination.
6. The QI must document: 1) the reasons why the child's needs cannot be met by the parents or a kinship caregiver in their home or in a non-relative foster family home setting; 2) which congregate residential setting would provide the most effective and appropriate level of care for the child in the least restrictive environment and be consistent with the short-term and long-term goals specified in the permanency plan; 3) the reasons why the recommended placement in a Q RTP is the setting that will provide the most effective and appropriate level of care for the child in the least restrictive environment; 4) how that placement is consistent with the short-term and long-term mental and behavioral health goals as specified in the permanency plan; and 5) provide a written report with its recommendation within thirty (30) days of the child's placement in a Q RTP.
7. The QI must utilize all tools developed and approved by OCFS, adhering to all required components in compliance with and in satisfaction of FFPSA assessment requirements.
8. The QI (or their designee) must promptly, but no later than five (5) days following the completion of the assessment, provide the assessment, determination and documentation to the DEPARTMENT. The DEPARTMENT will review and provide copies to the court, the parent or guardian of the child, the attorney for the child, and the attorney for the parent, if applicable.
9. The QI must provide a written summary detailing the assessment findings to the LDSS or OCFS with care and custody or custody of the child and with the parties to the proceeding. Confidential information must be redacted from the summary as necessary to conform with applicable federal and state confidentiality standards. [SSL §409-h(2)].
10. The QI must develop a list of child-specific short-term and long-term mental and behavioral health goals.
11. The parties agree that the system of record for the recording of the activities addressed in the Agreement is CONNECTIONS.
12. It is mutually agreed between the DEPARTMENT and the AGENCY that the AGENCY will perform the duties and obligations of a QI in conformance with the terms and conditions of this Agreement and Federal and NYS laws and regulations, including,

but not limited to, 42 USC §§672 and 675a; SSL § 409-h, 18 NYCRR 428.3 and OCFS regulations and with the policies of OCFS.

ARTICLE III - QUALIFICATIONS

1. The QI must have a professional clinical license, in accordance with 14 NYCRR 823.6 and/or a social work license in accordance with section 7704 of NYS Education Law AND at least two (2) years of experience in child welfare. Acceptable professional clinical licensure can include the following: physician, psychiatrist, psychologist, nurse practitioner, psychoanalyst, registered nurse, clinical social worker, marriage and family therapist, mental health counselor, master social worker, or creative arts therapist
2. The QI must have a minimum of two (2) years of child welfare experience. To meet the requirement of two (2) years of experience in the child welfare field, applicants must have worked for or under contract with a child welfare program for a minimum of two (2) years within the last fifteen (15) years. Child welfare programs include, but are not limited to, a local department of social services, a voluntary authorized agency, a residential agency serving children or families, a community-based provider, and/or other entity that addresses issues of child safety as they pertain to abuse and neglect and provides or coordinates services for children and families to address challenges such as substance abuse, mental health, and domestic violence.
3. The QI must successfully complete all training requirements up to and including certification for either the CASII or the CANS prior to provision of the service and provide verification of such, and all OCFS required training.
4. The QI may not be employed by or with the Q RTP where the child is referred. The QI may not have a direct role in case management or case planning decision-making authority for the child in question. OCFS regulations define case planning to include the ability to authorize and coordinate the provision of services (see 18 NYCRR 428.2). While the QI may evaluate and make recommendations regarding services for children in foster care in New York State, the QI may not authorize or coordinate the direct provisions of any services. However, the QI may conduct case assessment activities, which are required in the context of case planning as per 42 USC §671(a)(16).

ARTICLE IV - TERM OF AGREEMENT AND RENEWAL

The term of this Agreement is from September 1, 2024 and will continue in effect through August 31, 2025. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

ARTICLE V – REIMBURSEMENT

In consideration of the terms and obligations of this Agreement, the DEPARTMENT agrees to pay the AGENCY, and the AGENCY agrees to accept, a reimbursed amount not to exceed TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00), for each assessment by a licensed clinician with a child in congregate care, for the aforementioned services. **The AGENCY will invoice the COUNTY only for services not reimbursed through Medicaid.** This amount is inclusive of any appearances in Albany County Family Court that may be required.

The AGENCY agrees that payment by the DEPARTMENT is contingent upon the AGENCY submitting an appropriate claim form, which has been approved by the DEPARTMENT, to the person designated by the DEPARTMENT certifying the satisfactory completion of the AGENCY'S performance and setting forth the payment to be made. The DEPARTMENT agrees to pay the AGENCY on a monthly basis within thirty (30) days of receipt a claim form appropriately submitted.

The anticipated total cost of this Agreement may not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00). The anticipated total cost of this Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed.

ARTICLE VI - BOOKS, RECORDS AND DOCUMENTS

All case-specific information received and developed by the AGENCY for the purpose of this Agreement is confidential and must be maintained in a manner consistent with applicable federal and NYS confidentiality statutes and regulations, including, but not limited to, 42 USC §671(a)(8), SSL §§372 and 422, Public Health Law (PHL) §2782, and 18 NYCRR Parts 357, 423, 428, 431 and 466.

The records of individuals served by the AGENCY under the terms of this Agreement must be made available to the DEPARTMENT and OCFS upon request, in a form, manner and time required by the DEPARTMENT or OCFS.

The AGENCY agrees to retain all books, records and other documents relevant to the AGENCY'S Agreement for six (6) years after the AGENCY receives final payment for the services to which they relate, during which time authorized county, state and/or federal auditors and other duly authorized representatives will be provided full access to and the right to examine the same.

ARTICLE VII – TERMINATION OF AGREEMENT

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the DEPARTMENT, for cause, upon the failure of the AGENCY to comply with the terms and conditions of this Agreement, including the attachments hereto. The DEPARTMENT will give the AGENCY written notice specifying the AGENCY'S failure.

In addition to the termination provisions set forth above, the DEPARTMENT has the right to terminate this Agreement, in whole or in part, if the AGENCY has failed, at any time, to comply with any applicable Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the AGENCY, require by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the AGENCY fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the AGENCY. The AGENCY agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the DEPARTMENT will arrange for the transfer to another AGENCY of all children covered by this Agreement then serviced by the AGENCY.

ARTICLE VIII – INDEMNIFICATION AND INSURANCE

The DEPARTMENT and the AGENCY agree that the AGENCY is an independent contractor and is not an employee of the DEPARTMENT or the State of New York. The AGENCY agrees to indemnify the DEPARTMENT and the State of New York for any loss the DEPARTMENT, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the DEPARTMENT) injured by the negligent acts or omissions of the AGENCY, its officers and/or it's employees or subcontractor(s). Furthermore, the AGENCY agrees to indemnify, defend, and save harmless the State of New York, the DEPARTMENT, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the AGENCY in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

The AGENCY further agrees to procure and maintain without additional expense to the COUNTY, insurance of the types and in the amounts as set forth in Schedule "A" attached hereto and made a part hereof. Before commencement of services under this Agreement, the AGENCY shall furnish to the DEPARTMENT 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 cancelled until thirty (30) days prior written notice had been given to the COUNTY, and the COUNTY, the DEPARTMENT and the State of New York are named as additional insured.

In the event that the AGENCY fails to comply with the requirements of this Article, either by failing to timely furnish the insurance certificates and/or failing to maintain the insurance required by this Agreement, the DEPARTMENT, may immediately, at its sole discretion, take whatever action it deems appropriate, including, but not limited to, the removal of the AGENCY from the rotation list, the removal of clients, the cessation of client referrals, and immediate termination of this Agreement.

ARTICLE IX - ASSIGNMENTS

The AGENCY shall not assign this Agreement without prior written approval of the DEPARTMENT (which shall be attached to the original agreement) and subject to such conditions and provisions as the DEPARTMENT may deem necessary. No such approval by the DEPARTMENT of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DEPARTMENT in addition to the total agreed upon fees.

ARTICLE X - EXTRA WORK

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

ARTICLE XI – NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the AGENCY agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, sexual orientation 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.

ARTICLE XII - SUSPENSION AND DEBARMENT

The AGENCY certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal AGENCY;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal AGENCY within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE XIII – GENERAL PROVISIONS

The parties agree to renegotiate the fees established by this Agreement in the event that the Department of Health and Human Services or OCFS issue new or revised requirements on the DEPARTMENT as a condition for receiving continued Federal or State reimbursement.

This Agreement may be amended when ever mutually determined necessary by the DEPARTMENT and the AGENCY. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

The AGENCY agrees to comply with the provisions of the Code of Federal Regulations regarding “Disclosure above ownership and control interests” and “Disclosure of information about individuals convicted of crimes.”

ARTICLE XIV – PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the PROVIDER, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the COUNTY (deemed a HYBRID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The PROVIDER shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement. Further, the PROVIDER shall comply with the terms of Attachment #1 to the Agreement.

ARTICLE XV – AVAILABLE DATA

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

ARTICLE XVI – DISSOLUTION OR CHANGE IN LEGAL STATUS

The AGENCY shall give the COUNTY thirty (30) days prior written notice of any change in legal status or dissolution of AGENCY during the term of this Agreement.

ARTICLE XVII – MACBRIDE PRINCIPLES

The AGENCY hereby represents that said AGENCY is in compliance with the MacBride Principles of Fair Employment as set forth in COUNTY Local Law No. [3] for 1993, in that said AGENCY 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 the stipulation, the AGENCY 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 AGENCY in default and/or seeking debarment or suspension of the AGENCY.

ARTICLE XVIII – IRANIAN ENERGY SECTOR DIVESTMENT

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

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural

- gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XIX – NOTICES

All notices and documents required to be given to the COUNTY pursuant to this Agreement shall be given to:

Director of Children Services
Albany County Dept. For Children Youth and Families
112 State Street, Room 400
Albany, New York 12207

ARTICLE XX – MODIFICATION

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

ARTICLE XXI – INVALID PROVISIONS

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE XXII - APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated next to the corresponding signatures below.

SCHEDULE "A"

INSURANCE COVERAGE

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

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

Liability for:

Combined Single Limit:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

**OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE
PURSUANT TO 45 CFR 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 CONTRACTOR 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 term "Business Associate" shall mean the PROVIDER.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Department for Children, Youth and Families.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, 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 CFR 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 CFR Section 160.103, limited to the information created, received, maintained or transmitted 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 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

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 electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
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 unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
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 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 CFR Section 164.528.
10. Business Associate 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.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

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 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. 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 PRACTICE 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.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

1. The term of this Agreement shall commence on September 1, 2024 and shall continue in effect through August 31, 2025. 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 45 CFR Section 164.

2. 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 Attachment, 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 (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business 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 Attachment, and cure is not possible; or

(c) If neither termination of the agreement nor cure is 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.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

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 Attachment 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 Attachment are hereby incorporated into the Agreement between the parties hereto.

The Department for Children, Youth and Families
Justification for Contract Authorization with Various Providers
for the provision of Youth Bureau Services.

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

The Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term October 01, 2024 to September 30, 2025.

New York State has designated Albany County DCYF- Youth Bureau as the local youth bureau with responsibility for “planning, coordinating and supplementing the activities of public, private or religious organizations devoted in whole or part to the well-being and protection of youth”.

Funding from the New York State Office of Children and Family Services to Albany County DCYF Youth Bureau are intended to support youth development programs and runaway and homeless youth services. Funds are distributed to community-based organizations within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.

Providers who require Contract Administration Board authorization are:

Contract No.	Agency	Program Title	Amount
2025-0640	Albany Police Athletic League	Albany PAL Youth Dev	\$58,100
2025-0661	Trinity Alliance	Arbor Hill C.A.R.E./ Youth Sports	\$20,900
2025-0747	New Beginnings	Youth Shelter	\$73,033.19
2025-0749	Art Partners/Tsehay & Co Inc	Alternatives	\$25,000
2025-0753	518 Elite Basketball	Basketball	\$30,000
2025-0771	Equinox Inc	Transitional Living Program	\$81,148

The Department respectfully requests approval of a contract with these Providers for the provision of these Youth Bureau Services.

Contract #: 2025-0640

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moira Manning],[Scott McNelis],[Rachel Sherman],[Nicole Ward]

Contact Phone: 518-447-2014,518-447-7306,518-447-7715,518-447-4892

Vendor Info: Albany Police Athletic League

Estimated Amount: 58100.00

Scope of Services: Youth Bureau

Budget Line Item: AA 6119 44406

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Contract #: 2025-0661

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moira Manning],[Scott McNelis],[Rachel Sherman],[Nicole Ward]

Contact Phone: 518-447-2014,518-447-7306,518-447-7715,518-447-4892

Vendor Info: Trinity Alliance Of Capital Region

Estimated Amount: 20900.00

Scope of Services: Youth Bureau

Budget Line Item: AA 6119 44406 , AA 6119 44406

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Contract #: 2025-0747

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moira Manning],[Scott McNelis],[Rachel Sherman],[Nicole Ward]

Contact Phone: 518-447-2014,518-447-7306,518-447-7715,518-447-4892

Vendor Info: New Beginnings

Estimated Amount: 73033.19

Scope of Services: Youth Bureau

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Contract #: 2025-0749

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moira Manning],[Scott McNelis],[Rachel Sherman],[Nicole Ward]

Contact Phone: 518-447-2014,518-447-7306,518-447-7715,518-447-4892

Vendor Info: Art Partners/Tsehaya & Co Inc

Estimated Amount: 25000.00

Scope of Services: Youth Bureau

Budget Line Item: AA 6119 44406

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Contract #: 2025-0753

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moira Manning],[Scott McNelis],[Rachel Sherman],[Nicole Ward]

Contact Phone: 518-447-2014,518-447-7306,518-447-7715,518-447-4892

Vendor Info: 518 Elite Basketball

Estimated Amount: 30000.00

Scope of Services: Youth Bureau

Budget Line Item: AA 6119 44406

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Contract #: 2025-0771

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Children, Youth and Families A6119

Date Submitted:

Contact Person: [Moirra Manning],[Scott McNelis],[Rachel Sherman],[Nicole Ward]

Contact Phone: 518-447-2014,518-447-7306,518-447-7715,518-447-4892

Vendor Info: Equinox, Inc.

Estimated Amount: 81148.00

Scope of Services: Youth Bureau

Budget Line Item: AA 6119 44406

Fiscal Impact:

County: 0.00

State: 100.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard