

# **County of Albany**

Harold L. Joyce  
Albany County Office Building  
112 State Street - Albany, NY 12207



## **Meeting Agenda**

**Thursday, September 25, 2025**

**5:00 PM**

**Harold L. Joyce Albany County Office Building  
Cahill Room - First Floor**

### **Health Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES
2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "P" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS
3. LOCAL LAW NO. "P" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS

**CURRENT BUSINESS:**

4. AUTHORIZING AN AGREEMENT WITH CHESS MOBILE HEALTH, INC. REGARDING A RECOVERY SUPPORT APPLICATION AND AMENDING THE 2025 ALBANY COUNTY BUDGET
5. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE HIGHWAY SAFETY GRANT PROGRAM



# **County of Albany**

*Harold L. Joyce  
Albany County Office Building  
112 State Street - Albany, NY 12207*



## **Meeting Minutes**

**Thursday, June 26, 2025**

**5:00 PM**

**Harold L. Joyce Albany County Office Building  
Cahill Room - First Floor**

## **Health Committee**

**PREVIOUS BUSINESS:**

**Present:** Raymond F. Joyce, Robert J. Beston, Matthew J. Miller,  
Zach Collins and Patrice Lockart

**Excused:** Carolyn McLaughlin, Mark A. Robinson and Susan Pedo

**1. APPROVING PREVIOUS MEETING MINUTES**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

**2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "P" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS**

This proposal was tabled at the request of the Sponsor.

**3. LOCAL LAW NO. "P" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS**

This Local Law was tabled at the request of the Sponsor.

**4. LOCAL LAW NO. "B" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER \_\_\_\_ OF THE ALBANY COUNTY CODE, SETTING FORTH REQUIREMENTS THAT THE ALBANY COUNTY DEPARTMENT OF HEALTH NOTIFY LOCAL OFFICIALS REGARDING ELEVATED CONTAMINANT LEVELS FOUND IN DRINKING WATER IN ALBANY COUNTY**

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.

**CURRENT BUSINESS:****5. AMENDING RESOLUTION NO. 286 FOR 2024 REGARDING OPIOID SETTLEMENT FUNDING**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**6. AMENDING RESOLUTION NO. 281 FOR 2024 REGARDING OPIOID SETTLEMENT FUNDING**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**7. AMENDING THE 2025 DEPARTMENT OF MENTAL HEALTH BUDGET: INPATIENT HOSPITALIZATION COSTS**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**8. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

## **LOCAL LAW NO. P FOR 2024**

### **A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS**

Introduced: 9/9/24

By: Cunningham, Willingham, McLean Lane, McLaughlin, Miller

BE IT ENACTED by the Legislature of the County of Albany as follows:

#### **SECTION I. Article Creation.**

Chapter 242, Article VI, Tobacco Retail Licensing, is hereby created

#### **SECTION II. Title**

This law shall be known as the “Quit Using Inhalants & Tobacco (QUIT Act).

#### **SECTION III. § 242-32 Legislative Intent and Purpose**

In accordance with New York State Public Health Law § 1399-ii, the County of Albany intends to limit the concentration of smoke shops and tobacco retailers within the County. The regulations herein are intended to further the goals of New York State's tobacco use prevention and control program, due to the known adverse impacts of tobacco and nicotine use. In furtherance of the state's goals, the County finds that:

- a. Smoke shop and tobacco retailer density is associated with higher rates of tobacco use in both youth and adult populations; and
- b. Adolescent brains are vulnerable to the effects of nicotine and to nicotine dependency; and
- c. Tobacco use leads to preventable death and disease in New York State; and
- d. The County of Albany has a substantial interest in reducing the number of individuals of all ages who use cigarettes and other tobacco products, and a particular interest in protecting adolescents from tobacco dependence and the illnesses and premature death associated with tobacco use, and
- e. The restriction of increasing smoke shop and tobacco retailer density will reduce the availability of nicotine products to residents, and in particular young residents, thus reducing risk to the public's health, safety, and wellbeing.

## **SECTION IV. § 242-33 Authority**

This article is enacted by the Albany County Legislature pursuant to its authority to adopt local laws under the New York State Constitution Article IX and Municipal Home Rule Law § 10.

## **SECTION V. § 242-34 Definitions**

As used in this article, the following terms shall have the meanings indicated:

Accessory: as defined in Chapter 242 §242-20.

Component or Part: as defined in Chapter 242 §242-20.

Constituent: An ingredient, substance, chemical, or compound, other than tobacco, water, reconstituted tobacco sheet, or propylene glycol or vegetable glycerin that is added by the manufacturer to a covered product during the processing, manufacture, or packing of the covered product.

Covered Product: A tobacco product, electronic aerosol delivery system, or another or product regulated by Article 13-F of the Public Health Law.

Department: as defined in Chapter 242 §242-20.

Commissioner: as defined in Chapter 242 §242-20.

Electronic Aerosol Delivery System: as defined in Chapter 242 §242-20.

New Tobacco Retail License: a tobacco retail license that is not a renewed tobacco retail license.

Person: as defined in Chapter 242 §242-3

Renewed Tobacco Retail License: A tobacco retail license issued to an applicant for the same location at which the applicant possessed a valid tobacco retail license during the previous 12 months.

Sell: Shall mean to sell, exchange, give or dispose of to another or offer to or agree to do the same.

School: A public or independent kindergarten, elementary, middle, junior high, or high school.

Tobacco Product: as defined in Chapter 242 §242-20

Tobacco Retailer: A retailer licensed pursuant to this chapter.

Tobacco Retail License: A license issued pursuant to Chapter 242 §242-35 by the Department to a person to engage in the retail sale in the County of Albany of a covered product.

#### **SECTION VI. §242-35 Tobacco Retail License Required.**

- a. No person shall sell, offer for sale, or permit the sale of a covered product by retail within the County of Albany without a valid tobacco retail license. A tobacco retail license is not required for a wholesale dealer who sells products to retail dealers for the purpose of resale only and does not sell a covered product directly to consumers.
- b. Notwithstanding the requirements set forth in Subsection A, this chapter shall not apply to registered organizations pursuant to § 3364 of the Public Health Law.
- c. A tobacco retail license issued pursuant to this chapter is nontransferable and non-assignable and valid only for the applicant and the specific address indicated on the tobacco retail license. A separate tobacco retail license is required for each address where a covered product is sold or offered for sale. A change in business ownership or business address requires a new tobacco retail license.

#### **SECTION VII. §242-36 License Application and Application Fee**

- a. An application for a new tobacco retail license or a renewed tobacco retail license shall be submitted to the Department in writing upon a form provided by the Department and shall contain information as required by the Department. The Department may require the forms to be signed and verified by the applicant or an authorized agent thereof.
- b. Each application for a tobacco retail license shall be accompanied by a non-refundable application fee of \$240.
- c. Upon the receipt of a completed application for a tobacco retail license and the application fee required by Subsection B, the Department may inspect the location at which sales of a covered product are to be permitted. The Department may ask the applicant to provide additional information that is reasonably related to the determination of whether a tobacco retail license may issue.

#### **SECTION VIII. §242-37 Issuance of Licenses**

- a. No tobacco retail license shall be issued to a seller of a covered product that is not in a fixed, permanent location.

- b. The issuance of a tobacco retail license pursuant to this chapter is done in the Department's discretion and shall not confer upon licensee any property rights in the continued possession of the license.
- c. The Department shall collect from the applicant the tobacco retail license fee prescribed by §242-36(b); §242-38(b) prior to issuing a tobacco retail license.
- d. The Department may refuse to issue a tobacco retail license to an applicant if it finds that one or more of the following bases for denial exists:
  - 1. The information presented in the application is incomplete, inaccurate, false, or misleading;
  - 2. The fee for the application has not been paid as required;
  - 3. The applicant does not possess a valid certificate of registration required by state or federal law for the sale of a covered product;
  - 4. The Department has previously revoked a tobacco retail license issued under this chapter to the applicant;
  - 5. The Department has previously revoked a tobacco retail license issued under this chapter for the same address or location;
  - 6. The applicant has been found by a court of law or administrative body to have violated a federal, state, or local law pertaining to:
    - i. Trafficking in contraband tobacco products or illegal drugs;
    - ii. The payment or collection of taxes on a covered product
    - iii. The display of a covered product or of health warnings pertaining to a covered product; or
    - iv. The sale of a covered product.
  - 7. The applicant has not paid to the Count of Albany outstanding fees, fines, penalties, or other charges owed to the Count of Albany, including the fee for the tobacco retail license required by §242-36(b); §242-389(b)§ 114-7; or
  - 8. The Department determines, in accordance with written criteria established to further the purposes of this chapter, that the applicant is otherwise not fit to hold a tobacco retail license.

#### **SECTION IX. §242-38 License Term and Annual Fee**

- a. A tobacco retail license issued pursuant to this chapter shall be valid for no more than one year and shall expire on December 31. As set forth in § 114-12 revocation of licenses, a tobacco retail license may be revoked for cause by the Department prior to its expiration.
- b. The tobacco retailer shall pay an annual tobacco retail license fee of \$240.
- c. The Director may discount the tobacco retail license fee required by §242-36(b); §242-38(b) for an application received within six months of the expiration date.

#### **SECTION X: §242-39 Display of License**

- a. A tobacco retail license issued pursuant to this chapter shall be conspicuously displayed at the location where a covered product is sold so that it is readily visible to customers.
- b. Selling, offering for sale, or permitting the sale of a covered product without a valid tobacco retail license displayed in accordance with Subsection (a) constitutes a violation of this chapter.

## **SECTION XI: §242-40 Number of Licenses Issued**

- a. For the first year after the effective date of this chapter, the Department shall accept an application for a tobacco retail license only from an applicant for the same location at which the applicant possessed a valid certificate of registration as a tobacco retail dealer or electronic aerosol delivery system (vapor) products dealer from the New York State Department of Taxation and Finance 180 days prior to the effective date of this chapter.
- b. Beginning one year after the effective date of this chapter, the Department shall issue a renewed tobacco retail license to eligible applicants.
- c. Thereafter, the Department shall issue only one new tobacco retail license for every two tobacco retail licenses that are not renewed, until a floor of one hundred fifty (150) is reached. Thereafter, the Department shall evaluate the effect of this local law on reducing tobacco usage by reducing the density of tobacco retailers.
- d. Whenever the number of valid applications for a new tobacco retail license exceeds the maximum number of new tobacco retail licenses that may be issued pursuant to this section, the Department shall grant new tobacco retail licenses using the following priorities:
  - 1. A new tobacco retail license shall be granted, first, to an applicant for an establishment whose property line is located 1,000 feet or more from the nearest point of the property line of a school who holds but does not seek to renew a valid tobacco retail license for an establishment whose property line is within 1,000 feet of the nearest point of the property line of a school. If there are more valid applications from these applicants than the number of available new tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;
  - 2. A new tobacco retail license shall be granted, second, to an applicant whose property line is located 1,000 feet or more from the nearest point of the property line of a school. If there are more valid applications from these applicants than the number of available new tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;
  - 3. A new tobacco retail license shall be granted, third, to an applicant who will sell a covered product at an establishment where the operator restricts entry to persons 21 years and older. If there are more valid applications from these applicants than the number of available new



- tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;
4. Any remaining new tobacco retail licenses shall be granted to applicants by lottery.

## **SECTION XII: §242-41 Sales of Electronic Aerosol Delivery Systems**

No tobacco retailer whose property line is located within 1,000 feet of the nearest point of the property line of a school shall distribute without charge, sell, offer for sale, or possess with intent to sell an electronic aerosol delivery system, commonly known as vapor products or electronic cigarettes.

## **SECTION XIII: §242-42 Violation and Penalties; Enforcement**

- a. The Department or its authorized designee(s) shall enforce the provisions of this chapter. The Department may conduct periodic inspections to ensure compliance with this chapter.
- b. In addition to the penalties provided for in § 114-12, a person found to be in violation of this chapter shall be liable for a civil penalty of not more than \$500 for the first violation, not more than \$750 for the second violation within a two-year period, and not more than \$1,000 for the third and each subsequent violation within a two-year period, or as determined by the Director. Each day on which a violation occurs shall be considered a separate and distinct violation.

## **SECTION XIV. § 242-43 Revocation of Licenses**

- a. The Department may suspend or revoke a tobacco retail license issued pursuant to this chapter for violations of the terms and conditions of this chapter or for violation of a federal, state, or local law or regulation pertaining to:
  1. Trafficking a contraband covered product or illegal drug;
  2. The payment or collection of taxes on a covered product;
  3. The display of a covered product or of health warnings pertaining to a covered product; or
  4. The sale of a covered product.
- b. The Department may revoke a tobacco retail license if the Department finds that one or more of the bases for denial of a license under §242-37 existed at the time application was made or at any time before the license issued.

## **SECTION XV. §242-44 Rules and Regulations**

The Department may issue and amend rules, regulations, standards, guidelines, or conditions to implement and enforce this chapter.

## **SECTION XVI. Severability**

If any part or provision of this local law, or the application thereof to any individual or circumstance, is held invalid, the remainder of the local law shall not be affected thereby and shall continue in force and effect.

**SECTION XVII. Effective Date**

This Local Law shall take effect on January 1, 2025 and its filing with the Secretary of State as required by §27 of the New York State Municipal Home Rule Law.

*Referred to Law and Health Committees – 9/9/24*

**RESOLUTION NO. 578**

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “P” FOR 2024 A  
LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING  
CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL  
LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS**

Introduced: 9/9/24

By Cunningham, McLaughlin and Willingham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “P” for 2024, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, October 29, 2024, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Law and Health Committees – 9/9/24*

## **LOCAL LAW NO. P FOR 2024**

### **A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS**

Introduced: 9/9/24

By: Cunningham, Willingham, McLean Lane, McLaughlin, Miller

BE IT ENACTED by the Legislature of the County of Albany as follows:

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#### **SECTION II. Title**

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#### **SECTION III. § 242-32 Legislative Intent and Purpose**

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- a. Smoke shop and tobacco retailer density is associated with higher rates of tobacco use in both youth and adult populations; and
- b. Adolescent brains are vulnerable to the effects of nicotine and to nicotine dependency; and
- c. Tobacco use leads to preventable death and disease in New York State; and
- d. The County of Albany has a substantial interest in reducing the number of individuals of all ages who use cigarettes and other tobacco products, and a particular interest in protecting adolescents from tobacco dependence and the illnesses and premature death associated with tobacco use, and
- e. The restriction of increasing smoke shop and tobacco retailer density will reduce the availability of nicotine products to residents, and in particular young residents, thus reducing risk to the public's health, safety, and wellbeing.

#### **SECTION IV. § 242-33 Authority**

This article is enacted by the Albany County Legislature pursuant to its authority to adopt local laws under the New York State Constitution Article IX and Municipal Home Rule Law § 10.

#### **SECTION V. § 242-34 Definitions**

As used in this article, the following terms shall have the meanings indicated:

Accessory: as defined in Chapter 242 §242-20.

Component or Part: as defined in Chapter 242 §242-20.

Constituent: An ingredient, substance, chemical, or compound, other than tobacco, water, reconstituted tobacco sheet, or propylene glycol or vegetable glycerin that is added by the manufacturer to a covered product during the processing, manufacture, or packing of the covered product.

Covered Product: A tobacco product, electronic aerosol delivery system, or another or product regulated by Article 13-F of the Public Health Law.

Department: as defined in Chapter 242 §242-20.

Commissioner: as defined in Chapter 242 §242-20.

Electronic Aerosol Delivery System: as defined in Chapter 242 §242-20.

New Tobacco Retail License: a tobacco retail license that is not a renewed tobacco retail license.

Person: as defined in Chapter 242 §242-3

Renewed Tobacco Retail License: A tobacco retail license issued to an applicant for the same location at which the applicant possessed a valid tobacco retail license during the previous 12 months.

Sell: Shall mean to sell, exchange, give or dispose of to another or offer to or agree to do the same.

School: A public or independent kindergarten, elementary, middle, junior high, or high school.

Tobacco Product: as defined in Chapter 242 §242-20

Tobacco Retailer: A retailer licensed pursuant to this chapter.

Tobacco Retail License: A license issued pursuant to Chapter 242 §242-35 by the Department to a person to engage in the retail sale in the County of Albany of a covered product.

#### **SECTION VI. §242-35 Tobacco Retail License Required.**

- a. No person shall sell, offer for sale, or permit the sale of a covered product by retail within the County of Albany without a valid tobacco retail license. A tobacco retail license is not required for a wholesale dealer who sells products to retail dealers for the purpose of resale only and does not sell a covered product directly to consumers.
- b. Notwithstanding the requirements set forth in Subsection A, this chapter shall not apply to registered organizations pursuant to § 3364 of the Public Health Law.
- c. A tobacco retail license issued pursuant to this chapter is nontransferable and non-assignable and valid only for the applicant and the specific address indicated on the tobacco retail license. A separate tobacco retail license is required for each address where a covered product is sold or offered for sale. A change in business ownership or business address requires a new tobacco retail license.

#### **SECTION VII. §242-36 License Application and Application Fee**

- a. An application for a new tobacco retail license or a renewed tobacco retail license shall be submitted to the Department in writing upon a form provided by the Department and shall contain information as required by the Department. The Department may require the forms to be signed and verified by the applicant or an authorized agent thereof.
- b. Each application for a tobacco retail license shall be accompanied by a non-refundable application fee of \$240.
- c. Upon the receipt of a completed application for a tobacco retail license and the application fee required by Subsection B, the Department may inspect the location at which sales of a covered product are to be permitted. The Department may ask the applicant to provide additional information that is reasonably related to the determination of whether a tobacco retail license may issue.

#### **SECTION VIII. §242-37 Issuance of Licenses**

- a. No tobacco retail license shall be issued to a seller of a covered product that is not in a fixed, permanent location.

- b. The issuance of a tobacco retail license pursuant to this chapter is done in the Department's discretion and shall not confer upon licensee any property rights in the continued possession of the license.
- c. The Department shall collect from the applicant the tobacco retail license fee prescribed by §242-36(b); §242-38(b) prior to issuing a tobacco retail license.
- d. The Department may refuse to issue a tobacco retail license to an applicant if it finds that one or more of the following bases for denial exists:
  - 1. The information presented in the application is incomplete, inaccurate, false, or misleading;
  - 2. The fee for the application has not been paid as required;
  - 3. The applicant does not possess a valid certificate of registration required by state or federal law for the sale of a covered product;
  - 4. The Department has previously revoked a tobacco retail license issued under this chapter to the applicant;
  - 5. The Department has previously revoked a tobacco retail license issued under this chapter for the same address or location;
  - 6. The applicant has been found by a court of law or administrative body to have violated a federal, state, or local law pertaining to:
    - i. Trafficking in contraband tobacco products or illegal drugs;
    - ii. The payment or collection of taxes on a covered product
    - iii. The display of a covered product or of health warnings pertaining to a covered product; or
    - iv. The sale of a covered product.
  - 7. The applicant has not paid to the Count of Albany outstanding fees, fines, penalties, or other charges owed to the Count of Albany, including the fee for the tobacco retail license required by §242-36(b); §242-389(b)§ 114-7; or
  - 8. The Department determines, in accordance with written criteria established to further the purposes of this chapter, that the applicant is otherwise not fit to hold a tobacco retail license.

#### **SECTION IX. §242-38 License Term and Annual Fee**

- a. A tobacco retail license issued pursuant to this chapter shall be valid for no more than one year and shall expire on December 31. As set forth in § 114-12 revocation of licenses, a tobacco retail license may be revoked for cause by the Department prior to its expiration.
- b. The tobacco retailer shall pay an annual tobacco retail license fee of \$240.
- c. The Director may discount the tobacco retail license fee required by §242-36(b); §242-38(b) for an application received within six months of the expiration date.

#### **SECTION X: §242-39 Display of License**

- a. A tobacco retail license issued pursuant to this chapter shall be conspicuously displayed at the location where a covered product is sold so that it is readily visible to customers.
- b. Selling, offering for sale, or permitting the sale of a covered product without a valid tobacco retail license displayed in accordance with Subsection (a) constitutes a violation of this chapter.

## **SECTION XI: §242-40 Number of Licenses Issued**

- a. For the first year after the effective date of this chapter, the Department shall accept an application for a tobacco retail license only from an applicant for the same location at which the applicant possessed a valid certificate of registration as a tobacco retail dealer or electronic aerosol delivery system (vapor) products dealer from the New York State Department of Taxation and Finance 180 days prior to the effective date of this chapter.
- b. Beginning one year after the effective date of this chapter, the Department shall issue a renewed tobacco retail license to eligible applicants.
- c. Thereafter, the Department shall issue only one new tobacco retail license for every two tobacco retail licenses that are not renewed, until a floor of one hundred fifty (150) is reached. Thereafter, the Department shall evaluate the effect of this local law on reducing tobacco usage by reducing the density of tobacco retailers.
- d. Whenever the number of valid applications for a new tobacco retail license exceeds the maximum number of new tobacco retail licenses that may be issued pursuant to this section, the Department shall grant new tobacco retail licenses using the following priorities:
  - 1. A new tobacco retail license shall be granted, first, to an applicant for an establishment whose property line is located 1,000 feet or more from the nearest point of the property line of a school who holds but does not seek to renew a valid tobacco retail license for an establishment whose property line is within 1,000 feet of the nearest point of the property line of a school. If there are more valid applications from these applicants than the number of available new tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;
  - 2. A new tobacco retail license shall be granted, second, to an applicant whose property line is located 1,000 feet or more from the nearest point of the property line of a school. If there are more valid applications from these applicants than the number of available new tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;
  - 3. A new tobacco retail license shall be granted, third, to an applicant who will sell a covered product at an establishment where the operator restricts entry to persons 21 years and older. If there are more valid applications from these applicants than the number of available new



tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;

4. Any remaining new tobacco retail licenses shall be granted to applicants by lottery.

## **SECTION XII: §242-41 Sales of Electronic Aerosol Delivery Systems**

No tobacco retailer whose property line is located within 1,000 feet of the nearest point of the property line of a school shall distribute without charge, sell, offer for sale, or possess with intent to sell an electronic aerosol delivery system, commonly known as vapor products or electronic cigarettes.

## **SECTION XIII: §242-42 Violation and Penalties; Enforcement**

- a. The Department or its authorized designee(s) shall enforce the provisions of this chapter. The Department may conduct periodic inspections to ensure compliance with this chapter.
- b. In addition to the penalties provided for in § 114-12, a person found to be in violation of this chapter shall be liable for a civil penalty of not more than \$500 for the first violation, not more than \$750 for the second violation within a two-year period, and not more than \$1,000 for the third and each subsequent violation within a two-year period, or as determined by the Director. Each day on which a violation occurs shall be considered a separate and distinct violation.

## **SECTION XIV. § 242-43 Revocation of Licenses**

- a. The Department may suspend or revoke a tobacco retail license issued pursuant to this chapter for violations of the terms and conditions of this chapter or for violation of a federal, state, or local law or regulation pertaining to:
  1. Trafficking a contraband covered product or illegal drug;
  2. The payment or collection of taxes on a covered product;
  3. The display of a covered product or of health warnings pertaining to a covered product; or
  4. The sale of a covered product.
- b. The Department may revoke a tobacco retail license if the Department finds that one or more of the bases for denial of a license under §242-37 existed at the time application was made or at any time before the license issued.

## **SECTION XV. §242-44 Rules and Regulations**

The Department may issue and amend rules, regulations, standards, guidelines, or conditions to implement and enforce this chapter.

## **SECTION XVI. Severability**

If any part or provision of this local law, or the application thereof to any individual or circumstance, is held invalid, the remainder of the local law shall not be affected thereby and shall continue in force and effect.

**SECTION XVII. Effective Date**

This Local Law shall take effect on January 1, 2025 and its filing with the Secretary of State as required by §27 of the New York State Municipal Home Rule Law.

*Referred to Law and Health Committees – 9/9/24*



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

Daniel P. McCoy  
County Executive

Michael P. McLaughlin, Jr.  
Deputy County Executive

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

Cindy G. Hoffman, LCSW-R  
Deputy Director

Honorable Joanne Cunningham  
Chairwoman  
Albany County Legislature  
112 State Street  
Room 710  
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health respectfully requests permission to award \$140,000 in Opioid Settlement Funding to CHESS Health in response to their proposal for funding through RFP #2025-085 Opioid Settlement Funded Recovery Support App. CHESS Health's proposal received the highest score from the review team and their budget was competitive with the other submitted proposals.

This funding will provide clients of Albany County's human service departments (Mental Health, Health, Social Services, Crime Victims) as well as five community agencies with two years of licenses and technical support for CHESS Health's *Connections* e-recovery app, along with *Conexiones* (the Spanish language version of the app) and the *Companion* app for family members and caregivers. Albany County and the community agencies will receive technical support to set up the app with their own logos, resources and events and a plan to promote it to their clients. Users of the app will receive onboarding assistance and will have access to *Connections*' peer-monitored chat, online recovery meetings, self-directed Cognitive Behavioral Therapy (CBT) training, and wealth of resources (videos, meditations, playlists, podcasts, .pdfs) to assist them in their recovery, all of which will be available 24 hours a day.

Feel free to contact me or Adam Kirkman if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.  
Director

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



# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

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**File #:** TMP-6790, **Version:** 1

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### **REQUEST FOR LEGISLATIVE ACTION**

#### **Description (e.g., Contract Authorization for Information Services):**

Authorization to contract with CHESS Health for their 'Connections' Recovery Support App

Date: August 27, 2025  
Department: Department of Mental Health  
Attending Meeting: Dr. Stephen Giordano and Adam Kirkman  
Submitted By: Adam Kirkman  
Title: Special Projects Coordinator (Opioids)  
Phone: (518) 447-2057

Purpose of Request: Contract Authorization      Enter text.

### **CONTRACT TERMS/CONDITIONS:**

#### **Party Names and Addresses:**

Chess Mobile Health, Inc. 333 W. Commercial St., East Rochester, NY 14445

Term: (Start/end date or duration) 11/1/2025-10/31/2027  
Amount/Raise Schedule/Fee: \$140,000

### **BUDGET INFORMATION:**

Is there a Fiscal Impact: Yes ☒ No ☐  
Anticipated in Budget: Yes ☐ No ☒  
Spreadsheet attached: Yes ☒ No ☐

#### **Source of Funding - (Percentages)**

Federal: Enter text. County: Enter text.  
State: 100% Local: Enter text.

#### **County Budget Accounts:**

Revenue Account and Line: See attached budget amendment  
Revenue Amount: \$40,000  
Appropriation Account and Line: See attached budget amendment  
Appropriation Amount: \$40,000

### **ADDITIONAL INFORMATION:**

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.  
Request for Bids / Proposals:  
    Competitive Bidding Exempt: Yes ☐ No ☒  
    # of Response(s): 4  
    # of MWBE: 1  
    # of Veteran Business: 0  
Bond Resolution No.: RFP #2025-085  
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

**DESCRIPTION OF REQUEST:** (state briefly why legislative action is requested)

The Department of Mental Health respectfully requests permission to award \$140,000 in Opioid Settlement Funding to CHESS Health in response to their proposal for funding through RFP #2025-085 Opioid Settlement Funded Recovery Support App. CHESS Health's proposal received the highest score from the review team and their budget was competitive with the other submitted proposals.

This funding will provide clients of Albany County's human service departments (Mental Health, Health, Social Services, Crime Victims) as well as five community agencies with two years of licenses and technical support for CHESS Health's Connections e-recovery app, along with Conexiones (the Spanish language version of the app) and the Companion app for family members and caregivers. Albany County and the community agencies will receive technical support to set up the app with their own logos, resources and events and a plan to promote it to their clients. Users of the app will receive onboarding assistance and will have access to Connections' peer-monitored chat, online recovery meetings, self-directed Cognitive Behavioral Therapy (CBT) training, and wealth of resources (videos, meditations, playlists, podcasts, .pdfs) to assist them in their recovery, all of which will be available 24 hours a day.

| Albany County Department of Mental Health |      |             |     |                    |  |                        |  |          |          | 2025 Budget Amendment |                        |  |  |
|-------------------------------------------|------|-------------|-----|--------------------|--|------------------------|--|----------|----------|-----------------------|------------------------|--|--|
|                                           |      | BUDGET LINE |     | FOR POSITIONS ONLY |  | DESCRIPTION            |  | INCREASE | DECREASE | UNIT COST             | DEPARTMENT NAME        |  |  |
| FUND                                      | ORG  | OBJ         | PRO | CHES               |  | CHES Health            |  | \$40,000 | \$0      | \$40,000              | Opioid Settlement Fund |  |  |
| A9                                        | 4320 | 44489       |     |                    |  |                        |  |          |          |                       |                        |  |  |
|                                           |      |             |     |                    |  | TOTAL APPROPRIATIONS   |  | \$40,000 | \$0      |                       |                        |  |  |
|                                           |      |             |     |                    |  |                        |  |          |          |                       |                        |  |  |
|                                           |      | BUDGET LINE |     | FOR POSITIONS ONLY |  | DESCRIPTION            |  | DECREASE | INCREASE | UNIT COST             | DEPARTMENT NAME        |  |  |
| FUND                                      | ORG  | OBJ         | PRO |                    |  | Opioid Settlement Fund |  | \$0      | \$40,000 | \$ 6,278,622          | Opioid Settlement Fund |  |  |
| A                                         | A    | 00759       |     |                    |  | TOTAL REVENUES         |  | \$0      | \$40,000 |                       |                        |  |  |
|                                           |      |             |     |                    |  | GRAND TOTAL            |  | \$40,000 | \$40,000 |                       |                        |  |  |

Proposal to County of Albany  
in response to RFP for a  
**Recovery Support App**  
**RFP #2025-085**

**Submitted by CHESS Health**  
East Rochester, NY

**Contact: Steve Winans**  
[swinans@chess.health](mailto:swinans@chess.health) / 469-715-7027

## **Section I. Table of Contents**

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### **Appendices**

- Appendix A - Resumes of CHESS Project Team Members
- Appendix B – Screenshots of Connections App
- Appendix C – Proof of HITRUST Certification
- Appendix D – Letters of Support (with attachments)



## Section II – Experience and Qualifications

- Provide the name, a brief history and description of your firm.

Based in East Rochester NY, **CHESS Health** is a digital health company developing and delivering evidence-based solutions to address the individual and societal crisis of substance use disorder (SUD). CHESS Health was founded in 2014 to commercialize the A-CHESS smartphone app developed by Dave Gustafson, PhD, of the University of Wisconsin; the A-CHESS app was proven to improve SUD outcomes in multiple randomized clinical trials documented in multiple peer-reviewed journal articles. In 2018, CHESS renamed the app as ‘Connections’ and the overall solution as ‘**eRecovery**’ (the solution being proposed in response to Albany County’s RFP). In 2020, CHESS added a team of certified peer recovery support specialists to the eRecovery solution; they moderate discussions, lead meetings, and provide 1:1 support based on their training and lived experience. In addition to eRecovery, CHESS has two other solutions on its platform: **ePrevention**, for automating and expanding community prevention efforts, and **eIntervention**, a closed-loop referral system for SUD and mental health-related linkage to care and care coordination. Today, CHESS Health is recognized as a leading digital health company with solutions for the entire SUD lifecycle, a broad set of customers (government entities, providers, health plans), and demonstrated experience in both improving individual outcomes and making a community impact.

- 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.

CHESS intends to staff the Albany County project with an experienced team:

- Kathy Contratto, VP of Customer Success, will be the project executive. Kathy has been with CHESS since 2020, personally managed CHESS’s first statewide project (WV), and developed the CHESS eRecovery Implementation Methodology.

- Kim Newell, Customer Success Manager, is based in Binghamton NY, and has overseen many CHESS projects including the State of Oklahoma, Vigo County (IN), and numerous provider implementations.
- Will Erdman, Customer Success Consultant, is based in Hartford CT and brings implementation experience with provider organizations including BayMark Health Services, Sunriver Health (NY), Open Door Family Medical Centers (NY), and Lexington Center (NY). Will started at CHESS Health in 2021 as a supervisor on the peer engagement team.

Resumes for Kathy, Kim, and Will, are provided in Appendix A.

- Detail your firm's experience with providing a Recovery Support App for individuals in recovery. As explained in our company history above, CHESS Health was founded in 2014 to commercialize the first evidence-based smartphone app focused on supporting individuals in recovery (then named A-CHESS, re-named Connections in 2018). Since 2018, CHESS has experienced rapid growth with state-wide implementations of eRecovery, numerous other public sector projects, hundreds of treatment provider implementations using eRecovery to improve outcomes and increase patient retention, and more than 15 health plan customers using or implementing eRecovery for their members. Approximately 100,000 individuals across the country have benefited from the CHESS solutions during this time. The CHESS Health headcount has grown from 8 employees to more than 50, including 15 peer recovery support specialists (including one who resides in Albany County).

The eRecovery solution is comprised of the Connections App, Conexiones App for Spanish-speaking individuals, 24/7 support of the CHESS Peer Engagement Team, web-based CHESS Dashboard for provider/project team access (including reporting and analytics), Touchpoint Module for supporting bi-directional SMS text messaging, and Enterprise Analytics. eRecovery also includes the Rewards Engine, an optional module for contingency management (the Rewards Engine is not included in the scope of this proposal, but can be added in the future, if required/desired).

The Connections App includes the following functionality:

- 24/7 moderated discussion forums ("Community") for social engagement, recovery talk, mental health support, & more (moderated by CHESS's peer engagement team)\*
- Recovery/sobriety tracking by the patient with key milestone recognition\*
- Event calendar with events from the county and providers\*
- Content/resource library (articles, videos, audio files, links) with content from CHESS and which can be curated and added to by Albany County and participating providers\*
- Connections to Albany County resources in the resource library, on the home screen of the app, promoted in Community discussion forums, and/or via help button\*
- Video support group meetings, hosted by members of CHESS's peer engagement team \*\*
- Daily check-in (confidence in recovery) for accountability and risk identification \*\*
- Surveys (clinical, satisfaction, custom; daily, weekly, one-time) \*\*
- Worksheets (e.g., Gratitude List, Coping Skills List, etc.) \*\*
- Journaling (private to the patient) \*\*
- Appointment/medication reminders set by providers and/or by patients \*\*
- 1:1 and small group messaging/communication and video calls with a provider's care team \*\*
- Gamification (points, levels, and badges) to increase app engagement and fun \*\*
- Recovery Help button (customer configurable options) \*\*
- Skill Builder modules to learn/reinforce coping skills (known in research as 'CBT4CBT') \*\*

These lessons have been proven in randomized clinical trials to improve long-term outcomes.

Screen shots of the Connections App are provided in Appendix B.

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\* Items marked with an asterisk (\*) match functionality required in the RFP

\* Items marked with an asterisk (\*) match functionality required in the RFP

\*\* Items marked with two blue asterisks (\*\*) are features beyond the minimum required

- Users should be able to remain anonymous on the app and chats should be moderated to ensure that the app remains a safe and supportive place for users. Proposers should describe how they keep user's information, and the users themselves, safe.

Yes, when users participate in the discussion forums their anonymity is protected (they choose an alias name for themselves when they first join the app) and the discussions are moderated by CHESS's team of certified peer recovery support specialists, who read every message in near real-time and will enforce community rules (delete inappropriate messages), participate in the discussions with their lived experience and with their peer support training, and, when necessary, provide 1:1 support if an individual's recovery or safety is at-risk. This can include, when necessary, the CHESS peers leveraging emergency contacts and/or local first responders to ensure an individual's safety. If the individual got the app from their provider or case manager, then after serious escalations, the CHESS peers will share the details of the escalation and support with the individual's care team.

CHESS meets or exceeds the industry's best practices related to keeping data safe including use of multi-factor authentication, encrypting data at rest and in transit, role-based security, vulnerability scanning, third-party penetration testing, and more. Annually, CHESS has a third-party firm review our IT and organizational processes and they have confirmed our achievement of HITRUST Certification since 2021. Proof of certification provided in Appendix C. All data will be stored within the Continental United States.

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

The following are ten distinguishing strengths of CHESS Health and eRecovery:

1. **Deep functionality** – As detailed on page 5, Connections App offers many more features for patient engagement and recovery support than required by RFP
2. **Use of Peers** – Connections App is only app backed by a 24/7 team of certified peer recovery support specialists
3. **HITRUST** – CHESS has third-party certification of its IT security practices

4. **EHR Integration** – eRecovery has been integrated with numerous provider EHRs, which makes provider adoption and utilization easier
5. **Companion App** – eRecovery includes an app for family members/loved ones of individuals with substance use disorder (SUD) or severe mental illness
6. **Meetings** – CHESS’s peer recovery support specialists lead meetings in the app for those that can’t get to meetings in their community
7. **App and Web-based Surveys** – eRecovery enables providers to survey patients within the Connections App and via text messages and emails (links to website)
8. **Contingency Management** – eRecovery includes the eRewards Engine for automating contingency management; (optional add-on by county or providers)
9. **Implementation Experience** – CHESS has significant experience with public sector projects where states or counties sponsor use of the app by local providers, as Albany County intends
10. **Marketing Toolkit** – CHESS has a marketing toolkit for providers and public sector agencies to use to promote the use of the Connections App by individuals, including materials and support for integrating availability of the app through a county website

### **Section III. References**

The following individuals, representing public sector implementations offered to be references:

- Christena Ross, Associate Project Director, WVU Health Affairs Institute. On behalf of the State of West Virginia, Ms. Ross has overseen the eRecovery project since 2020. See Letter of Support (Appendix D) for contact details. A recent State Impact Report is included with the Letter of Support.
- Precia Study, Executive Director, Hancock County (OH) Alcohol Drug and Mental Health Services (ADAMH) Board. Ms. Stuby has been in her role, leading county efforts related to substance use, for 28 years, and Hancock County has been using eRecovery and the Connections App since 2022. See Letter of Support (Appendix D) for contact details. A recent case study is included with the Letter of Support.

## **Section IV. Implementation Plan / Tech Support Plan**

- Tech Support Plan should describe how the proposer will work with the county and the community providers to set up the app, invite clients to download it, onboard users, answer questions from the providers and app users, and respond to issues raised by users (broken links, pages not opening, etc.).

The following outlines CHESS's recommended implementation plan, which has two tracks: (1) making the Connections App available through county departments and (2) through community providers.

### **Project Kick-Off**

- Week 1 - Meet with county team to align objectives and metrics, review approach, finalize meeting cadence, and plan the project's first steps.

### **eRecovery Database and Connections App Setup**

- Week 2 - Base setup of the eRecovery solution and Connections App completed and ready for customization, including local resources.

### **Track 1: Connections App through County Departments**

- Week 1 – Schedule meeting(s) with county departments
- Week 2-4 – Meet with departments to identify their projects and processes that will leverage the Connections App, including, but not limited to, county websites and social media, county case managers, and mobile outreach – CHESS will conduct a demo of the Connection App & eRecovery
- Week 3-6 – Additional meetings as necessary with the departments, setup and training of the first county departments to offer the app to individuals; leverage CHESS Marketing Toolkit (roll-out continues)

### **Track 2: Connections App through Community Providers**

- Week 1-2 – CHESS & County prepare announcement to local providers, including plan for webinar(s) to explain opportunity for their participation

- Week 3-4 – Conduct webinar(s) to explain opportunity – very important to explain value for providers (app drives improved retention in treatment)
- Week 4-6 – Likely follow-up demos and planning meetings with interested providers to build organizational buy-in, address unique questions, discuss potential integration points, and to develop provider-specific timelines
- Week 6-10 – Finish setup of the first participating providers, train staff, and provide go-live support. More complex providers or others not ready to start immediately may take longer to implement and bring live.

#### Additional Details

- Most individuals will get the app after being enrolled in the eRecovery database by county or provider staff (or via an interface), which triggers a text message to the individual with a link to the app. CHESS also supports a self-signup option, which Albany county can incorporate into its website as well as promote through posters or mailers with a QR code linking to the self-signup.
- The CHESS Onboarding Team will assist individuals needing help getting into the app if they have issues downloading the app, logging in, or have questions about the app, its purpose, privacy, etc. This support is provided through text messages or by phone.
- The CHESS Support Team will assist county or provider staff with questions or technical support through phone or online , during business hours.
- The eRecovery solution is enhanced 6-8 times annually (no additional cost) – enhancements are based on feedback from customers, which can be provided through support tickets, through calls with project team members, and through user group meetings. Enhancements are also based on feedback from individuals using the app, which are gathered through regular surveys and from discussions within the app. Lastly, CHESS has clinical advisors to the company that also recommend enhancements based on maximizing patient impact.

## Section V. Cost Proposal

CHESS Health's pricing is comprised of two components:

- **Annual Subscription Fee** for the base functionality of the eRecovery solution (including the Connections App, Conexiones App, and Companion App), 24/7 peer engagement (discussion forum moderation), use of the CHESS Dashboard, solution hosting, maintenance, and support
- **One-time Implementation Fee** (fixed-fee) to cover the services of the CHESS Customer Success Team, including project management, workflow design, setup, and training

The following pricing is based on the scope stated in the RFP (Section 1.3): use of eRecovery by county departments and by up to five community providers.

|                                                                                                                                                                            |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Annual Subscription Fee for base eRecovery functionality                                                                                                                   | \$ 58,000        |
| Annual Subscription Fee for Touchpoint Module                                                                                                                              | \$ 4,000         |
| (adds support for bi-directional SMS text messaging, enabling more options for engaging individuals, getting them to complete surveys, and reminding them of appointments) |                  |
| One-time Implementation Fee                                                                                                                                                | \$ 16,000        |
| <b>Total</b>                                                                                                                                                               | <b>\$ 78,000</b> |

The following are optional modules Albany County may add to the project, which are not required to meet the RFP Requirements, but do add value for the county, providers, and individuals:

|                                                                                                                                                           |                         |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|
| Proactive Recovery Support <sup>1</sup>                                                                                                                   | (additional annual fee) | \$ 9,000              |
| (if CHESS detects relapse risk based on survey answers, peers will proactively outreach to individuals to offer support prior to them requesting support) |                         |                       |
| Rewards Engine Module                                                                                                                                     | (additional annual fee) | \$ 2,400 per provider |
| (if County or provider needs contingency management automation)                                                                                           |                         |                       |

<sup>1</sup> The base functionality includes the 24/7 moderation of the discussion forums by the CHESS Peer Team and 1:1 support by the peer team in response to requests for support and safety risks expressed in the discussion forums. The proactive recovery support is separate, optional 1:1 support triggered by survey responses.



**Section VI. Mandatory Documentation**

- Proposal Form
- Non-Collusive Bidding Certificate (Attachment “A”)
- Acknowledgment by Proposer (Attachment “B”)
- Vendor Responsibility Questionnaire (Attachment “C”)
- Iranian Energy Divestment Certification (Attachment “D”).

See next pages.

# COUNTY OF ALBANY

## PROPOSAL FORM

### PROPOSAL IDENTIFICATION:

Title: Recovery Support App

RFP Number: 2025-085

### THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

# COUNTY OF ALBANY

## COST PROPOSAL FORM

### PROPOSAL IDENTIFICATION:

Title: Recovery Support App

RFP Number: RFP-2025-085

COMPANY:

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ADDRESS:

---

CITY, STATE, ZIP:

---

TEL. NO.:

---

FAX NO.:

---

FEDERAL TAX ID NO.:

---

REPRESENTATIVE:

---

E-MAIL:

---

SIGNATURE AND TITLE:

*J. M. Miller*

---

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

CEO

Title

July 11, 2025

Date

CHESS Health

Company Name

**ATTACHMENT "B"**  
**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF NY )  
COUNTY OF WESTCHESTER ) SS.:

On this 11 day of JULY, 2025, before me personally appeared HANS P. MOREFELD 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.



Theresa Giannone  
Notary Public, State of NY.  
Qualified in NY  
Commission Expires 4-6-2026

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:<br><input type="checkbox"/> PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |                                                     |                |
| 2. VENDOR’S LEGAL BUSINESS NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       | 3. IDENTIFICATION NUMBERS<br>a) FEIN #<br>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<br><i>IN NEW YORK STATE, if different from above</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       | 10. TELEPHONE NUMBER                                | 11. FAX NUMBER |
| 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE<br><br>Name<br>Title<br>Telephone Number<br>Fax Number<br>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. <span style="float: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No         </span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |                                                     |                |
| 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: <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;">           a) An elected or appointed public official or officer?<br/> <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No           </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;">           b) An officer of any political party organization in Albany County, whether paid or unpaid?<br/> <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No           </div> </div> |       |                                                     |                |





|                                                                                                                                                                                                                        |                                                                                                                          |                              |                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 21.                                                                                                                                                                                                                    | IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES <sup>1</sup> :                                              | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. |                                                                                                                          |                              |                             |

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

## FEIN #

County of: WESTCHESTER

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 and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Signature of Owner

Printed Name of Signatory **Hans P. Morefield**

Title CEO

**THERESA GIANNONE**  
Notary Public - State of New York  
No. 01GI4888784  
Qualified in Dutchess County  
My Commission Expires 04/06/2026

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



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:** Dr. Stephen Giordano  
Department of Mental Health

**FROM:** Pamela O Neill *Pamela*  
Purchasing Agent

**DATE:** August 14, 2025

**RE:** RFB #2025-085, Recovery Support App

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I am in receipt of your recommendation to award the aforementioned to CHESS Health, Inc. in the amount of \$140,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of CHESS Health, Inc.

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

**COUNTY OF ALBANY**  
**REQUEST FOR PROPOSALS**  
**MENTAL HEALTH DEPARTMENT**



**RFP#2025-085**

**RECOVERY SUPPORT APP**

**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: Recovery Support App RFP NUMBER: 2025-085**

**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 #2025-085

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: \_\_\_\_\_

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

**NOTICE TO PROPOSERS -- ALBANY COUNTY**  
**REQUEST FOR PROPOSALS #2025-085**

Sealed Proposals for **Recovery Support App** as requested by Albany County Department of Mental Health 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, July 18, 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, June 19, 2025.

Pamela O Neill  
Purchasing Agent

Dated: ***June 13, 2025***  
Albany, New York

PUBLISH ONE DAY – ***Thursday, June 19, 2025*** -- THE EVANGELIST  
PUBLISH ONE DAY – ***Thursday, June 19, 2025*** -- THE TIMES UNION



**COUNTY OF ALBANY**  
**REQUEST FOR PROPOSALS**  
**RECOVERY SUPPORT APP**  
**ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH**  
**RFP #2025-085**

**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, NY is seeking proposals for funding through the County's Opioid Settlement Funds as requested by the Albany County Department of Mental Health.
- 1.2 Individuals who struggle with substance abuse—whether they are in treatment, active recovery, or still using—often benefit significantly from peer support. For those in recovery, peers can play a key role in helping them rebuild their lives, establish new routines, and form friendships that aren't centered around drug use. People navigating a treatment program gain valuable insights from speaking with someone who has firsthand experience and understands their questions and fears. Even those who are actively using substances may find value in connecting with someone who demonstrates that recovery is possible; they can also access harm reduction resources like clean needles and testing strips.

Unfortunately, peer support isn't always available around the clock. Most recovery centers operate during standard business hours, with even the more flexible ones typically closing by 8:00 or 9:00 p.m. For individuals with full-time jobs, this leaves only a narrow window to attend meetings or access support before facilities close. While peers may be reachable by phone during off-hours, availability often depends on individual circumstances, and frequent calls could strain these relationships. Meanwhile, urges to use, feelings of loneliness or despair, or mental health crises often occur late at night. Evenings may also be the only time a person can focus on building recovery skills.

Technology offers an opportunity to bridge this gap. Social networks can connect individuals for mutual support and encouragement, while apps can provide skill-building tools that are accessible anytime, day or night.

- 1.3 Albany County will provide funding through its Opioid Settlement Fund to receive licenses for a Recovery Support application that will include users throughout the County's

Departments, including Mental Health, Heath, Children and Families and Social Services, as well as at least five (5) Community Providers. In addition to the licenses, proposals should include technological support for the participating providers and their clients/app users. The proposal should cover two years of implementation.

## **SECTION 2: RECEIPT OF PROPOSALS**

2.1 Proposals should not exceed seven (7) pages, excluding screenshots, the Budget Form and Letters of Support. Please use the 11-point Times New Roman font, 1-inch margins and double-spaced paragraphs.

2.2 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 July 18, 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>

2.3 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.

2.4 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.

2.5 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.6 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.7 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.8 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.9 Proposals will be examined and evaluated by **the Albany County Department of Mental Health.**

2.10 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 a Recovery Support App for individuals in recovery.

3.5 Provide at least two (2) references from other governmental clients, 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 Albany County is seeking proposals for licenses for an existing app that will support individuals in recovery from substance abuse. The app should be available to users with both Apple and Android smartphones.

4.2 At minimum, the app should include:

- a sobriety calculator that includes live or scheduled messages that celebrate the user's milestones and encourages them to continue on their sobriety journey
- a moderated chat that allows users to connect with other individuals who are in recovery; moderators should remove hateful language and ensure that the app can't be used to encourage drug use or provide misinformation about treatment and/or medications.
- a resource library that includes resources that will help users develop skills that will help them rebuild their lives
  - the resource library should also have the option for participating agencies to upload their own resources
- a calendar of events that the participating agencies can update with their own meetings and events
- connections to Albany County resources that could support individuals in recovery

4.3 Users should be able to remain anonymous on the app and chats should be moderated to ensure that the app remains a safe and supportive place for users. Proposers should describe how they keep user's information, and the users themselves, safe. The application must be compliant with HIPAA and 42 CFR Part 2, and documentation of compliance must be provided.

4.4 With users' consent, data could be used for research purposes, but should never be used for marketing or shared with marketers. The proposer must describe how client consent for data use and sharing is obtained, managed, and audited within the app.

4.5 Data created and stored by the application will remain the sole property of the Albany County Department of Mental Health. Upon termination of the contract, the vendor must support full data extraction in an open format (e.g., JSON, CSV, XML) for backup, reporting, and system migration purposes.

4.6 The app's layout should be engaging and user-friendly. Everything should work properly (no broken links) and the app should be tested frequently and updated as needed.

4.7 While the app should support individuals who are in substance abuse treatment or in recovery, the app should not replace in person treatment or recovery support. Albany County is interested in an app that will be available to users when treatment agencies and recovery centers are closed or when individuals can't make it to a meeting, but the app shouldn't be providing treatment or replacing the relationships that individuals can make at an in-person recovery center.

## **SECTION 5: TERM OF CONTRACT:**

5.1 The contract period will be two (2) years from the date of a fully executed contract.

At the end of the initial two (2) year contract term the agreement may be renewed at the County's discretion for one (1) additional year.

5.3 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 To facilitate the proposal evaluation, proposers should plan to provide a demo of the app, if requested.
- 8.3 Proposals received will be evaluated by a committee with representation from the Albany County **Department of Mental Health**. Proposals shall be evaluated based upon the following:

| <i><b>CRITERIA</b></i>            | <i><b>WEIGHT</b></i> |
|-----------------------------------|----------------------|
| Company Background and Experience | 10%                  |
| Design and Layout                 | 15%                  |
| Features                          | 40%                  |
| Tech Support Plan                 | 15%                  |
| Security                          | 10%                  |
| Budget                            | 10%                  |

- 8.4 Proposals will be examined and evaluated by the **Department of Mental Health** 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.
- 8.5 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](mailto: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           |

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: PRIVACY OF PERSONAL HEALTH INFORMATION**

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (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 HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR 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.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

### 20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## **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 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**

## **Addendum**

### **Albany County Technology Procurement – Contractor Administrative Terms & Conditions**

#### **1. Secure System Development Lifecycle and Specifications**

Unless otherwise agreed to by the Authorized User (AU), "Albany County," in writing, the contractor's current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor's adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

##### **a) Secure System Development Lifecycle**

- i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:**
  - (1) Such policies shall define documented security roles for the software development team
  - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk
- ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.**
  - (1) Such training shall be focused on the technologies in use within the software development environment
  - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards
  - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy
- iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.**
- iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity**
- v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU**
- vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.**

- vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.
- b) Vulnerability Management
  - i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
  - ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
  - iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
  - iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
  - v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.
- c) Application Lifecycle Management
  - i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
  - ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
  - iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
  - iv) The contractor shall implement processes to ensure that all changes to the solution:
    - (1) Are made at the direction of its product managers or equivalent role
    - (2) Are documented in a work management / issue tracking application
    - (3) Maintain evidence of security checks and approvals
    - (4) Include documented functional requirements and non-functional security requirements
    - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
  - v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications
 

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.



## 2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

## 3. Security

### a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

### b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer, the Albany County Cyber Incident Response Team, and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
  - a. All Data shall remain in the Continental United States (CONUS).
  - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
  - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
  - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
  - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
  - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor

shall provide the Authorized User with the capability and the means or tools to meet the following requirements:

- a. All Data shall remain in the Continental United States (CONUS).
  - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
  - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
  - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
  - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
  - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security

reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.

# COUNTY OF ALBANY

## PROPOSAL FORM

### PROPOSAL IDENTIFICATION:

Title: Recovery Support App

RFP Number: 2025-085

### THIS PROPOSAL IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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



# COUNTY OF ALBANY

## COST PROPOSAL FORM

### PROPOSAL IDENTIFICATION:

Title: Recovery Support App

RFP Number: RFP-2025-085

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:<br><input type="checkbox"/> PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |                                                     |                |
| 2. VENDOR’S LEGAL BUSINESS NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       | 3. IDENTIFICATION NUMBERS<br>a) FEIN #<br>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<br><i>IN NEW YORK STATE, if different from above</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       | 10. TELEPHONE NUMBER                                | 11. FAX NUMBER |
| 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE<br><br>Name<br>Title<br>Telephone Number<br>Fax Number<br>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. <span style="float: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No         </span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |                                                     |                |
| 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: <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;">           a) An elected or appointed public official or officer?<br/> <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No           </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;">           b) An officer of any political party organization in Albany County, whether paid or unpaid?<br/> <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No           </div> </div> |       |                                                     |                |



21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES<sup>1</sup> : ☐ 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.

<sup>1</sup> “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<br>Name, Address,<br>Phone | MBE,<br>WBE or<br>N/A | Amount of Sub-<br>contract & Award<br>Date | Description of<br>Work (Trade) | Start Date<br>Completion<br>Date | Contracted<br>Payment<br>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<br>Worked by Minorities | Number of Hours<br>Worked by Women | Number of Hours<br>Worked by<br>Non-Minorities | Total<br>Hours<br>Worked |
|------------------|-----------------------------------------|------------------------------------|------------------------------------------------|--------------------------|
|                  |                                         |                                    |                                                | 0.00                     |
|                  |                                         |                                    |                                                | 0.00                     |
|                  |                                         |                                    |                                                | 0.00                     |
|                  |                                         |                                    |                                                | 0.00                     |
|                  |                                         |                                    |                                                | 0.00                     |
|                  |                                         |                                    |                                                | 0.00                     |
|                  |                                         |                                    |                                                | 0.00                     |
| <b>Total(s):</b> | 0.00                                    | 0.00                               | 0.00                                           | 0.00                     |

Information Provided By \_\_\_\_\_

Date \_\_\_\_\_



### MBE/WBE Payments

| MBE/WBE Firm(s)<br>Participating on the Project | Payments Made this<br>Month | Payments Made to<br>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?

**COUNTY OF ALBANY**

**RECOVERY SUPPORT APP**

**2025-085**

**ADDENDUM # 1**

June 20, 2025

The following Addendum No. 1 consisting of three (3) pages (including this cover page) is hereby issued on the 20<sup>th</sup> day of June 2025, in connection with the Request for Proposal number 2025-085 as requested by the Albany County Department of Mental Health.

**COUNTY OF ALBANY**  
**RECOVERY SUPPORT APP**

**2025-085**

**ADDENDUM # 1**

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

**ITEM #1:** Approximately how many licenses or patients are expected to use the platform?

**RESPONSE # 1:** That is unknown at this point, but we would expect a baseline of up to 250 users for Albany County and up to 100 users per Community Provider over the two years of this contract.

**ITEM #2:** What is meant by "5 Community Providers"? Does this refer to five organizations, or five individual clinicians?

**RESPONSE #2:** Five Community Providers refers to five community-based organizations (treatment providers and/or recovery centers). These may have several programs (outreach, inpatient treatment, outpatient treatment, residential treatment, recovery support) with clients who would use the app.

**ITEM #3:** Is there an estimated budget or not-to-exceed number that vendors should use as a reference for pricing?

**RESPONSE #3:** Proposals should provide a budget that would show the cost of licenses for Albany County and five organization. For budgeting, use the estimated numbers in Question 1.

**ITEM #4:** Can any required features be delivered during the initial contract period (ie within 90 days) if they are not live at go-live, or must all features listed in Section 4.2 be live at launch?

**RESPONSE #4:** So long as the majority of the required features are available at launch and that the remainder would be in place within 3 months, that would be acceptable.

**ITEM #5:** Is a web-based admin dashboard acceptable for managing events, or must calendar updates be made directly within the app?

**RESPONSE #5:** Provided that that app includes a link to the web-based admin dashboard that providers can update on their own (post meetings, social events, etc.), that would be acceptable.

**ITEM #6:** Would the County be open to a tiered pricing model based on number of users or licenses, or do you prefer a flat all-inclusive annual fee?

**RESPONSE #6:** A tiered pricing model would be acceptable, but should be clear as to what the cost would be at each tier.

**ITEM #7:** Are you seeking a single shared app experience for all agencies/providers, or a multi-tenant model where each organization has some autonomy over their own content and data?

**RESPONSE #7:** Each organization should have some autonomy over their own content, data and features. They should be able to include their own logos, contact information, calendar and resources. If there is a feature that they don't feel is needed, it would be preferred that it could be turned off for them.

**ITEM #8:** Is there an incumbent vendor currently providing these services, or would this be a new implementation for Albany County?

**RESPONSE #8:** This would be a new implementation for Albany County.

**ITEM #9:** Could you share which community provider organizations are expected to participate in the implementation, and approximately how many patients or clients each organization would include on the platform?

**RESPONSE #9:** We do not have this information at this point. While we have received interest from a number of community providers, we have not set up a process yet to determine who will receive one of the five organization licenses.

**End of Addendum #1**

**COUNTY OF ALBANY**

**RECOVERY SUPPORT APP**

**2025-085**

**ADDENDUM # 2**

June 25, 2025

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 25<sup>th</sup> day of June 2025, in connection with the Request for Proposal number 2025-085 as requested by the Albany County Department of Mental Health.

**COUNTY OF ALBANY**  
**RECOVERY SUPPORT APP**

**2025-085**

**ADDENDUM # 21**

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

**ITEM #1:** Section 2.1 says the RFP should not exceed 7 pages, double-spaced. Does that include the cover page and the table of contents? We assume not, but want to confirm.

**RESPONSE # 1:** The cover page and TOC are excluded from the page count. The seven-page limit is only for the narrative.

**ITEM #2:** Does the seven-page limit include the materials you requested to be in Section IV, the Mandatory Disclosures? We assume not, but want to confirm.

**RESPONSE #2:** No, the Mandatory Disclosures are excluded from the page count.

**ITEM #3:** The RFP says the Budget Form is excluded from the 7-page limit. Is the Budget Form and the Cost Proposal the same thing?

**RESPONSE #3:** Yes, the Budget Form and Cost Proposal refer to the same thing.

**ITEM #4:** We understand that 40% of the evaluation is based on features. We feel the seven-page limit does not provide a lot of space to detail the many features of our solution (and the moderation of the peer support communities) given that we also need to provide details on qualifications/experience, resumes of project team members, references, cost proposal, and implementation plan. Is there any flexibility with the seven pages? Could the resumes be excluded from the seven-page limit?

**RESPONSE #4:** Yes, resumes are excluded from the seven-page limit. Positions can be described briefly in the narrative, but the resumes will be supporting documents.

**ITEM #5:** Section 2.1 references letters of support. Later, in Section 7, the Proposal Submission, there is no reference to Letters of Support. Are they required?

**RESPONSE #5:** Yes, please include letters of support from two government clients of the app. They can be from a city, county, or state, but they should have some experience with the app and the technical assistance the proposer provides.

**ITEM # 6:** Section 3.2 asks for the names and locations of our professional staff members involved in the project (for whom we will provide resumes). Should



**this just be the implementation team or should we list all the peer recovery support specialists that will moderate the discussion forums in the app as well as the technical support team (total ~20 individuals)?**

**RESPONSE #6: The positions listed should include the implementation team, but does not need to include the moderators or technicians.**

**ITEM # 7: Should the app be available in Spanish, with bilingual peers?**

**RESPONSE # 7: Having the app available in Spanish is not a requirement, but would be accepted if available.**

**End of Addendum #1**

**COUNTY OF ALBANY**

**RECOVERY SUPPORT APP**

**2025-085**

**ADDENDUM # 3**

June 27, 2025

The following Addendum No. 3 consisting of two (2) pages (including this cover page) is hereby issued on the 25<sup>th</sup> day of June 2025, in connection with the Request for Proposal number 2025-085 as requested by the Albany County Department of Mental Health.

**COUNTY OF ALBANY**  
**RECOVERY SUPPORT APP**

**2025-085**

**ADDENDUM # 3**

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

**ITEM #1:** In the RFP, under 8.3 it describes the criteria weighting. The second item states “Design and Layout.” Is this the design and layout of the recovery support app or of the RFP response? Can you specify?

**RESPONSE # 1:** Design and Layout refers to the app itself and will be based on the screen shots provided (these won’t be included in the 7-page limit). The evaluation will focus on: Is the app user friendly? Is it easy to navigate? Does the layout make sense?, etc.

**ITEM #2:** Also, can you add any details related to the fifth item, “Tech Support Plan”?

**RESPONSE #2:** No, the Mandatory Disclosures are excluded from the page count. The Tech Support Plan should describe how the proposer will work with the county and the community providers to set up the app, invite clients to download it, onboard users, answer questions from the providers and app users, and respond to issues raised by users (broken links, pages not opening, etc.). This section should also discuss how, why and how often the app is expected to be updated.

**End of Addendum #3**



DANIEL P. McCOY  
County Executive

**DEPARTMENT OF HEALTH**  
COUNTY OF ALBANY  
175 GREEN STREET  
ALBANY, NEW YORK 12202

TRICIA BULATAO, MS, RDN  
Deputy Commissioner of Health

MARIBETH MILLER, RN, BSN, MS  
Interim Commissioner of Health

*The Dr. John J.A. Lyons*  
ALBANY COUNTY HEALTH FACILITY  
(518) 447-4580 FAX (518) 447-4698  
[www.albanycountyny.gov](http://www.albanycountyny.gov)

RANSOM E. MOORE III  
Assistant Commissioner  
Finance & Administration

September 3, 2025

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

Dear Chairwoman Cunningham:

The Albany County Department of Health (ACDOH) requests authorization to accept grant funds and enter into an agreement with the Governor's Traffic Safety Committee. The ACDOH has been awarded \$40,000 for the program term of October 1, 2025 through September 30, 2026. The ACDOH will use these grant funds to continue to promote safety by distributing pedestrian safety information at select intersections at risk for accidents, providing safety education in schools, and conducting community outreach regarding pedestrian safety.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Maribeth Miller, BSN, MS  
Interim Commissioner of Health

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

Enclosures



**Albany County Department of Health** is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

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**File #:** TMP-6806, **Version:** 1

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### **REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract Authorization for the Governor's Traffic Safety Committee (GTSC) Grant

Date: September 3, 2025

Department: Health

Attending Meeting: Maribeth Miller

Submitted By: Ransom Moore

Title: Assistant Commissioner

Phone: (518) 447-4695

Purpose of Request: Contract Authorization

### **CONTRACT TERMS/CONDITIONS:**

Party Names and Addresses:

Governor's Traffic Safety Committee

6 Empire State Plaza

Albany, NY 12228

Term: (Start/end date or duration) October 1, 2025 - September 30, 2026

Amount/Raise Schedule/Fee: \$40,000

### **BUDGET INFORMATION:**

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

### **Source of Funding - (Percentages)**

Federal: 100% County:

State: Local:

### **County Budget Accounts:**

Revenue Account and Line: NHTSA-GTSC Grant

A.4010.04400

Revenue Amount: \$40,000

Appropriation Account and Line: Various in 2026 Budget

Appropriation Amount: \$40,000

### **ADDITIONAL INFORMATION:**

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

# of Response(s):

# of MWBE:

# of Veteran Business:

Bond Resolution No.:

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 24-614

October 15, 2024

**DESCRIPTION OF REQUEST:** (state briefly why legislative action is requested)

The Albany County Department of Health (ACDOH) requests authorization to accept grant funds and enter into an agreement with the Governor's Traffic Safety Committee. The ACDOH has been awarded \$40,000 for the program term of October 1, 2025 through September 30, 2026. The ACDOH will use these grant funds to continue to promote safety by distributing pedestrian safety information at select intersections at risk for accidents, providing safety education in schools, and conducting community outreach regarding pedestrian safety.



**GOVERNOR'S TRAFFIC SAFETY COMMITTEE**  
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 15, 2025

Charles Welge  
Director of Public Health Planning and Education  
Albany County Department of Health  
175 Green St  
Albany, NY 12202-2011

Re: HS1-2026-Albany Co DOH-00217-(001)  
See!BeSeen!  
T007459  
CFDA #: 20.616  
EFFECTIVE DATE: October 1, 2025

Dear Director of Public Health Planning and Education Charles Welge:

On behalf of the Governor's Traffic Safety Committee (GTSC), I am pleased to notify you that the Albany County Department of Health has been awarded \$40,000 to participate in New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by your organization, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee and, if applicable, the Offices of the New York State Attorney General and New York State Comptroller.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the GTSC at (518) 474-5111.

Sincerely,

Justin O'Connor  
Director

JMO:bp  
cc: Chris Mayone  
Benjamin Luke

## RESOLUTION NO. 614

### AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE HIGHWAY SAFETY GRANT PROGRAM AND AMENDING THE 2024 DEPARTMENT OF HEALTH BUDGET

Introduced: 10/15/24  
By Health Committee:

WHEREAS, The Commissioner of Health has requested authorization to enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the Highway Safety Grant Program in an amount of \$35,000 for the term commencing October 1, 2024 and ending September 30, 2025, and

WHEREAS, The Commissioner has indicated that the funding will be used to distribute pedestrian safety information at select intersections that are at risk for accidents, provide safety information in schools, and conduct community outreach regarding pedestrian safety, and

WHEREAS, The Commissioner has also indicated a budget amendment is necessary to incorporate a portion of the grant funding into the 2024 Department of Health Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the Highway Safety Grant Program in an amount of \$35,000 for the term commencing October 1, 2024 and ending September 30, 2025, and, be it further

RESOLVED, By the Albany County Legislature that the 2024 Department of Health Budget is hereby amended as follows:

| APPROPRIATIONS |             |   |      |  |                          |          |          |           |                 |
|----------------|-------------|---|------|--|--------------------------|----------|----------|-----------|-----------------|
|                | ACCOUNT NO. |   |      |  | RESOLUTION DESCRIPTION   | INCREASE | DECREASE | UNIT COST | DEPARTMENT NAME |
| A              | 4010        | 4 | 4038 |  | Travel Mileage Freight   | \$ 3,000 | \$ -     | \$ 30,824 | Health Dept.    |
|                |             |   |      |  | TOTAL APPROPRIATIONS     | \$ 3,000 | \$ -     |           |                 |
| REVENUES       |             |   |      |  |                          |          |          |           |                 |
|                | ACCOUNT NO. |   |      |  | RESOLUTION DESCRIPTION   | DECREASE | INCREASE | UNIT COST | DEPARTMENT NAME |
| A              | 4010        | 0 | 4400 |  | NHTSA-GTSC Grant         | \$ -     | \$ 3,000 | \$ 25,326 | Health Dept.    |
|                |             |   |      |  | TOTAL ESTIMATED REVENUES | \$ -     | \$ 3,000 |           |                 |
|                |             |   |      |  | GRAND TOTALS             | \$ 3,000 | \$ 3,000 |           |                 |

and, be it further





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

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

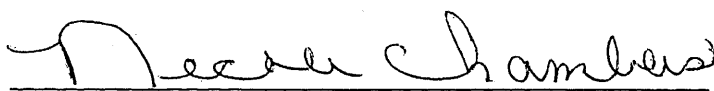
*Adopted by unanimous vote – 10/15/24*

State of New York  
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 15<sup>th</sup> day of October, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



**IN WITNESS THEREOF**, I have hereunto set my hand and the official seal of the County Legislature this 17<sup>th</sup> day of October, 2024.

  
Clerk, Albany County Legislature